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The Solicitors' Journal
and Weekly Reporter.
LONDON, MARCH 23, 1907.

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Current Topics.

The New Patents Bill.

THE GOVERNMENT Bill to amend the law relating to patents and designs was brought in and read a first time on Tuesday under the ten-minutes' rule. From Mr. LLOYD-GEORGE's speech in introducing the measure we gather that its main objects are to simplify and cheapen the procedure for obtaining compulsory licences; to enable any one to apply three years after a patent has been granted for its revocation on the ground that it has not been adequately worked within the United Kingdom; and to render certain conditions now frequently inserted in licences invalid as being in undue restraint of trade. But there are other objects which are not so clear from the speech. As soon as the Bill is in print we shall return to the subject.

Escheat to the Crown.

A SENSATIONAL statement in one of the daily papers, that the Attorney-General had decided to take immediate steps to assert the title of the Crown by escheat to property covering an area of sixty square miles, containing one-third of Middlesex, and estimated to be of the annual value of at least two millions sterling, has been contradicted, and there appears to be no expectation that the public revenue will benefit by so remarkable a windfall. Cases of escheat from failure of heirs are not numerous, the most common cause being bastardy. But even in such a case the "prerogative of grace and bounty" is sometimes exercised in favour of persons having claims on the deceased, while in the United States the lands of a person dying intestate who is illegitimate do not necessarily escheat, but descend to his mother, if living, or if she is dead, to the relatives on the side of the mother.

Burial at Sea.

AN INTERESTING question as to the nature of the directions which a testator can effectually give for the disposal of his body after death is raised in a letter which we print elsewhere. Can he direct that his body shall be taken out to sea and there dropped, duly covered and weighted, into the water? No direction given by a testator as to the disposal of his body is technically binding upon the executors: see *Williams* v. *Williams*

(20 Ch. D. 659). But it is proper for them to carry out any lawful direction, and it does not seem that the suggested direction would be open to any objection on the ground of illegality. Persons dying at sea, said Sir WILLIAM SCOTT in *Gilbert* v. *Buzzard* (2 Hag. Cons, p. 346), "are, I believe, not infrequently consigned to the deep, wrapped up in their hammocks or sleeping beds." There is no law that a deceased person must be buried in a churchyard or other public burial-ground, though the statutory restrictions on the making of new burial-grounds would doubtless interfere with burials other than in such places on land; and a method of burial recognized as appropriate for those who die at sea would not be illegal in the case of one who dies on land That the mere departure from custom is no objection to a method of disposing of a dead body is clear from the decision of STEPHEN, J., in *Reg.* v. *Price* (12 Q. B. D. 247) as to the lawfulness of cremation, provided there is no intent to prevent the holding of a coroner's inquest: *Reg.* v. *Stephenson* (13 Q. B. D. 331). Cremation is now regulated by the Cremation Act, 1902, and apart from that statute it may be that, upon the authority of *Reg.* v. *Stewart* (12 A. & E. 773), every person is entitled to "Christian burial"; but the meaning of this phrase appears to be very doubtful (see 24 SOLICITORS' JOURNAL 245), and there is no reason why it should imply that one who dies on land should necessarily be buried on land. The same reasoning which was held to sanction cremation in *Reg.* v. *Price* would, we imagine, sanction burial at sea. If the burial was within the three miles' limit, it might be a burial in a "burial-ground in England," so as to require registration under the Registration of Burials Act, 1864, in books kept for the burial-ground for the purpose; but since the suggested direction is for burial beyond the limit, this objection would not apply. We must leave our readers to suggest any practical difficulties which may arise, and we shall be glad to know whether in any instance such a direction as that mentioned by our correspondent has been complied with.

Use of a National Flag for Purposes of Advertisement.

THE GLORY of the British flag has been celebrated by our poets from THOMAS CAMPBELL to RUDYARD KIPLING, and there is no doubt that, on proper occasion, its dignity would be upheld by the courts of justice. But, so far as we know, they have never been required to consider whether the use of the flag as an advertisement on beer bottles is a degradation of the national emblem or an abuse of the privileges of trade. The American courts have passed through a different experience. The Supreme Court of the United States gave judgment on the 4th inst. in the important case of *Nicholas* v. *Halter and Hayward*, an appeal from the Supreme Court of Nebraska. The defendants, it appears, were engaged in the liquor business in Omaha, and were prosecuted under a law of the State on a charge of selling beer in bottles decorated with the national colours. They were fined fifty dollars each, and on appeal to the Supreme Court of the State the conviction was upheld. The facts were not in dispute, and the question debated before the Supreme Court of the United States was whether the State law which prohibited the use of the flag for advertising articles of merchandize was unconstitutional. Mr. Justice HARLAN, who delivered the opinion of the court dismissing the appeal, insisted upon the right of the State to protect the flag, the emblem of the nation's power, against indignities. He said that the use of the flag as an advertisement on beer bottles cheapened and degraded it, and the court was unwilling to hold that the prohibition of such a use of the national colours was an abridgement of personal rights as contemplated by the Constitution. No one, said the learned judge in conclusion, can be said to have under the Constitution the right to use the country's flag merely for purposes of merchandize. It was for the State of Nebraska to say how far it would go by way of legislation for the protection of the flag against improper use, taking care in such legislation not to make undue discrimination against a part of the people. It could easily be seen how a representation of the flag might be wholly disconnected from any advertisement and used upon a book, newspaper, or periodical in such a way as not to arouse a feeling of indignation nor offend the sentiment of those to whom it is an object of love. The statute could not be taken to deny the equal protection of the laws to the citizens of Nebraska, and it was, therefore, not repugnant to the Constitution of the United States. We hope that this decision may have some little influence in checking the present fashion of advertisement. It may truly be said that nothing is sacred in the eyes of the advertising agent, and the English Legislature may find itself compelled to adopt measures even more stringent than those of the State of Nebraska.

Illegal Pawning of Goods Obtained on Credit.

IT APPEARS from the reports of different trading associations that the provisions of the Debtors Act, 1869, for the punishment of fraudulent debtors do not, in their opinion, go far enough, and that the law with regard to the offence of purchasing goods on credit and immediately afterwards pledging them out of the ordinary course of business requires to be strengthened. Section 11, sub-section 15, of the Debtors Act, 1869, enacts that "a bankrupt shall be deemed guilty of a misdemeanour if, within four months next before the presentation of a bankruptcy petition against him . . . he, being a trader, pawns, pledges, or disposes of, otherwise than in the ordinary way of his trade, any property which he has obtained on credit and has not paid for," unless the jury is satisfied that he had no intention to defraud. It is suggested that the Act might be amended by making it a misdemeanour to pledge any property which has not been paid for within one month of the date of its purchase; an amendment which would probably put a stop to the obtaining of goods for the express purpose of pledging them. Or it might be made a misdemeanour to pawn goods which have not been paid for within six months of the commencement of the bankruptcy proceedings. A more elaborate proposal is founded upon the regulations to be observed by dealers in old metals, prescribed by 24 & 25 Vict. c. 110. The trader should be required to enter the full particulars of all pawning transactions in a book kept for the purpose, including a full description of the goods, date of purchase, the name of the firm from whom they were purchased, whether the goods were paid for or not, the date of the pawning, and the name of the pawnbroker with whom the goods are pawned. We cannot but feel some doubt as to whether this last provision has any chance of becoming law, or as to whether it would be rigorously enforced supposing that it became law. There is a strong opposition among English traders to compulsory books of account, and though the question whether a bankrupt has kept proper books is of importance in deciding whether he is to have his discharge, the Legislature has so far declined to follow the Code Napoleon in prescribing what books are to be kept by those engaged in business. We are, however, disposed to think that the experience of nearly forty years has shewn that the Debtors Act as it stands does not afford sufficient protection against the fraudulent debtor.

The Distinction Between "Mines" and "Minerals."

IN Theobald's Law of Land, p. 142, it is said: "If a particular mineral is reserved, the property in that mineral remains in the person in whose favour it is reserved; but if the mineral is worked out, the space in which it lay does not belong to the mineral owner." No authority is cited. The next paragraph is: "On the other hand, if the reservation is of a mine of a particular mineral, or of mines generally, the space including the minerals is also reserved: *per* JESSEL, M.R., in *Eardley* v. *Granville* (3 Ch. D. 826, 834)." Now, *Eardley* v. *Granville* is a copyhold case, and of course these two propositions apply, and are intended to apply, to freehold land as well as to copyholds. The fact is, there appears to have been, until quite recently, no reported case relating to freehold land in England in which any definite statement is made concerning the ownership of the vacant space from which minerals have been removed by the person who owned the minerals. Statements on this subject do occur in cases relating to copyhold land, and also in Scottish cases before the House of Lords, and these copyhold and Scottish cases have been accepted as correctly laying down the rule for freehold land in England.

Authority for applying these cases to freeholds, and in particular, for accepting the distinction between a reservation of a particular mineral, and a reservation of mines generally, is now available in a recent decision of WARRINGTON, J., in *Batten Poell* v. *Kennedy* (1907, 1 Ch. 256). The question in this case was, shortly, whether the defendants owned the fee simple of certain underground strata through which a road ran which was used for conveying minerals, or whether their rights were limited to getting out the coal from the strata—whether, in fact, it was the land or the coal that they owned. The defendants claimed under a deed which conveyed the whole of the lands (surface and subsoil) to the plaintiffs' predecessors in title, with a reservation of "all mines and veins of coal" to the defendants' predecessors in title. The effect of the conveyance was held to be that "the *solum* was divided into two separate properties, one of which was conveyed to the predecessors of the plaintiff, the other of which was retained in their own hands by the predecessors of the defendants." The learned judge quoted from the judgment in *Eardley* v. *Granville* (*suprà*) at some length as to the distinction between copyhold and freehold subsoil, and between "mines" and "minerals," and held that the road made by removing the coal was part of the mine and was the property of the defendants. "Inasmuch as 'mines' unquestionably include not merely the bed of coal, but the workings of the coal, *and the cavity after the coal has been removed*, this road is part of the mine, and is, therefore, comprised in the reservation." As was pointed out in *Eardley* v. *Granville*, the "cavity after the coal has been removed" would, in the case of copyhold land, belong to the copyholder, not to the lord of the manor who owned the coal. The case of the prerogative right of the Crown to gold and silver mines in freehold land, or "royal mines," may, so far as legal theory is concerned, be assimilated either to copyhold mines or freehold mines, and so far as authority is concerned, the question is an open one. On the whole, it would seem that royal mines are better assimilated to the case of copyholds—in other words, that the prerogative right of the Crown is not a corporeal hereditament.

Claim for Interest Defeated by Laches.

CASES arising upon claims for interest are not numerous, and we must confess that we have read with some surprise a decision of the judge of the City of London Court in an action brought by a joint stock company. The plaintiffs claimed, besides the amount due for calls, interest at 10 per cent. under the articles of association, which provided that if the call payable in respect of any share was not paid on the day appointed for the payment thereof, the holders for the time being of such share should be liable to pay interest for the same at the rate of 10 per cent. from the day appointed for the payment to the time of the actual payment. On objection being made to the claim for interest, the judge observed that the plaintiffs had allowed two and a-half years to elapse before bringing their action, and it was not right that they should saddle the defendant with the responsibility for their own delay. He should, therefore, disallow the claim for interest. It is difficult to ascertain the principle upon which this decision was founded. The case was not one of a claim for interest at common law or under the Civil Procedure Act, 1833. It was a case in which there had been an express agreement in words to pay the interest, and the allowance of this interest was not, therefore, a matter in the discretion of the judge or the jury. It might be said that the claim was a stale one, but it was the duty of the shareholder, after receiving notice of the call, to pay the amount at the time and place appointed, and it must be remembered that he was in the same position as if he had had the use of the money during the period for which he was in default.

"The Courts at Westminster."

THE ARTICLE by his Honour Judge WILLIS on "The Courts at Westminster" in the *Cornhill Magazine* will be read with interest as containing the reminiscences of one who had a large experience as a practitioner before the passing of the Judicature Acts. The learned writer, in describing the courts over which COCKBURN, C.J, KELLY, C.B., and ERLE, C.J., presided, is careful to remove any erroneous impression that the buildings occupied by those courts were ancient, inasmuch as they were constructed under the supervision of Sir J. SOANE between the years 1820 and 1824. How the business of several courts could be conveniently transacted in Westminster Hall before these buildings existed it is difficult to imagine. The advocacy of past ages was probably as energetic as it is at the present day, and we must go to the Stock Exchange for a comparison with the noise and confusion which must have been caused by the absence of any fixed partition between different tribunals. Some of those who sat in the courts at Westminster before the passing of the Judicature Acts will not entirely agree with Judge WILLIS's praises of the punctuality of the judges and the dispatch of business in the different courts; but his statement as to the decisions of the courts *in banco* will be read with general sympathy: "As the decisions of the court were in so many cases final, every one came prepared and furnished to secure if possible a victory for his client. No motion for a new trial on the ground that the verdict was against the weight of evidence, or that there had been an improper reception or rejection of evidence, or that the damages were excessive, could be the subject of further appeal. The system which has succeeded of allowing appeals in nearly all cases to the House of Lords only confers advantages on the wealthy suitor."

"The Long Pull."

THE ACTION of the Markets and Fairs Committee of the Birmingham City Council is an example of the enforcement of a section in an Act of Parliament for a purpose which was, perhaps, not contemplated by those who framed the law. By section 8 of the Licensing Act, 1872, it is enacted that every person shall sell all intoxicating liquor which is sold by retail, and not in cask or bottles, and is not sold in a quantity less than half a pint, in measures marked according to the imperial standards. A penalty is imposed on any person who acts in contravention of this section, and he is also liable to forfeit the illegal measure in which the liquor was sold. The object of this section is apparently the protection of the purchaser, who might otherwise be defrauded by short measure, but the committee have taken into consideration the fact that over-measure is sometimes given, and that there is a tendency among publicans to establish what is called "the long pull" with the view of increasing their custom. The committee have, therefore, intimated to the local breweries association that they intend in future to insist on the use of stamped measures in the retail sale of drink in public-houses, and that proceedings would be taken against anyone in default. The object with which such proceedings are taken is, so far as the law is concerned, immaterial, but it is not often that we meet with an enactment which can be made to serve purposes which are to some extent inconsistent with each other.

The Abolition of Capital Punishment.

THE FRENCH Government has in the space of time which has elapsed since the last Empire been moving by slow steps towards the abolition of capital punishment, and it has been recently stated that the death penalty would cease to form a part of the criminal jurisprudence of France. There is, no doubt, a tendency among the Latin races to look upon the punishment of death as unduly severe, and there is even a reluctance to admit that a crime can be so serious as to warrant the imprisonment of the offender for the greater part of his life. This is not the time or place to refer to the arguments for and against the death penalty, but we have been much impressed by the manner in which the opinion of Frenchmen on this subject has been affected by an event which has recently taken place and by a murder of unparalleled atrocity, which has excited the horror and indignation of the inhabitants of Paris. This feeling has produced a reaction against the proposed change of the law, and it is now proposed that the punishment should be retained in cases of peculiar enormity. The experience of some of the States in which capital punishment has been done away with is not encouraging, some of them having been compelled by the increase of crime to restore it. And we cannot but think that for intentional unprovoked homicide death is in England regarded as a suitable punishment, and that the bulk of the people have no present perception of any objections to it.

The Right to Hidden Treasure.

M. CORNETTE, the Commissioner of Police in Paris, was recently asked to decide a question relating to the title to property. A gentleman, who was much interested in objects of art, bought in an old curiosity shop a small Turkish box of some value, and finding that the coating of mother o' pearl on the lid had been worn away in several places, he sent it to a specialist to execute the necessary repairs. The specialist found that the box had a double bottom, and having removed the partition, discovered hidden in orange flowers twenty Turkish gold coins of the value of £120. He reported this discovery to the Commissioner of Police, who summoned before him the buyer and the seller. Who was entitled to the treasure—the seller, who had the box in his shop for ten years, or the purchaser? M. CORNETTE proposed to follow the example of SOLOMON in deciding the question and to award one-half of the treasure to each of the claimants. This proposition was accepted, and a liberal reward was also given to the discover of the coins. The case of *Merry* v. *Green* (7 M. & W. 623) appears to have decided that in England the title of the shopkeeper to the whole of the treasure would be maintained, there being no evidence to shew that the purchaser had been led to believe that he had bought the contents of the box.

The Expulsion of Trespassers.

THE DIFFICULTIES of our law of trespass were illustrated by an application which was made by a poor woman a few days ago to one of the metropolitan police magistrates. Some people had forcibly entered her house and locked themselves into a room. They belonged to the class of persons who are unemployed and have no wish to obtain employment, and though they had never repudiated any liability to rent, she had no wish that they should remain as tenants. Could the magistrate assist her in getting rid of them? The only answer was that they were trespassers, and that she could turn them out. But she cannot ask the police to assist her in turning them out; she is expected to turn rough, able-bodied men out of her house in the same way as she would turn out a cat or a dog. The remedy is no remedy. Could not a magistrate be empowered to direct the police in such a case to make an inquiry into the character of the applicant and into that of the alleged intruders, and, in the exercise of his discretion, to make an order for the eviction of the trespasser or trespassers?

Proof of Handwriting.

ANY ONE who is inclined to criticize the testimony of experts in handwriting will find that his doubts are strengthened by a reference to the recent work of Mr. J. A. FRASER on Literary Forgeries. Mr. FRASER deals at some length with the story of the Byron and Shelley letters which were sold to a Mr. WHITE in 1852. This story affords a warning to those who are interested in the collection of autographs. No one knew the handwriting of BYRON and SHELLEY better than Mr. MURRAY and Mr. MOXON respectively, yet these well-known publishers were completely deceived by a resemblance which applied, not merely to the actual handwriting, but to the very minds of the two authors who were imitated. The history of the forgery shews, in the opinion of Mr. FRASER, that artificial literature can be produced as readily as artificial pearls, and that the ablest experts may be deceived by it.

The annual dinner of the United Law Society will be held on Thursday, the 11th of April, at the Gaiety Restaurant, Strand, W.C., and past and present members are invited to attend. Lord Justice Fletcher Moulton has consented to preside. Tickets (price 6s.) may be obtained from the hon. secretary, Mr. Harold P. Ellett, 8, Manor-place, W.

The thirty-first meeting of the Bankruptcy Law Amendment Committee was held on the 13th inst. at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. Thomas Keen, Fellow of the Society of Accountants and Auditors, secretary of the London Chamber of Commerce, on behalf of the chamber, and by Mr. F. W. Beck, solicitor to the Federation of Grocers Associations of the United Kingdom and the Metropolitan Grocers and Provision Dealers Association, on behalf of the federation. The subjects dealt with by the witnesses were principally the expediency of subjecting bankrupts who have been found guilty of misconduct to punishment, and of altering the present law relating to voluntary arrangements between debtors and creditors.

Stockbrokers and the Bank of England.

THE decision of A. T. LAWRENCE, J., in *Bank of England* v. *Cutler* (reported elsewhere) is a striking instance of the hardship inflicted by the new doctrine that stockbrokers engaged in dealings at the Bank of England must indemnify the bank against loss, but having regard to the cases of *Starkey* v. *Bank of England* (1903, A. C. 114) and *Sheffield Corporation* v. *Barclay* (1905, A. C. 392) it was hardly to be expected that the learned judge would arrive at any other conclusion. In *Starkey* v. *Bank of England*, it will be remembered, a firm of stockbrokers who had innocently produced to the bank a forged power of attorney in their own favour for the transfer of stock was held liable for the loss consequent upon the forgery. This was a deduction from the principle of *Collen* v. *Wright* (8 E. & B. 647), as extended by *Firbank's Executors* v. *Humphreys* (18 Q. B. D. 54). According to the former case, a person who procures another to contract with him upon the assertion that he is an agent for a third party is taken to warrant that he has the authority which he asserts himself to have. "The obligation," said WILLES, J., "arising in such a case is well expressed by saying that a person professing to contract as agent for another impliedly, if not expressly, undertakes or promises the person who enters into such contract, upon the faith of the professed agent being duly authorized, that the authority which he professes to have does in fact exist." And in *Firbank's Executors* v. *Humphreys* it was held that this principle was not restricted to the case of an alleged agent inducing another to enter into a contract. It applies generally wherever a person, by an assertion that he has the authority of the principal, induces another to enter into a transaction which he would not have entered into but for that assertion, and the assertion turns out to be untrue to his injury. The alleged agent is liable upon his warranty of authority to make good that injury.

In *Starkey* v. *Bank of England* (*suprà*) the stockbrokers were instructed by one OLIVER to sell consols standing in the name of himself and his brother. They obtained from the bank a form of power of attorney and forwarded it to OLIVER for execution. It came back executed in favour of the firm apparently by both the stockholders, but the brother's signature was forged. The power of attorney was sent into the bank and the stock was transferred under it. The bank, however, subsequently had to replace the stock, and, upon the ground that the stockbrokers had induced them to make the transfer by putting forward the power of attorney as genuine, they recovered the value of the stock against them. The stock was transferred at the instance of the stockbrokers acting as the alleged agents of the stockholders, and the non-existence of the agency rendered them liable, upon the principle of the above cases, for a breach of warranty of authority. In *Mayor of Sheffield* v. *Barclay* (*suprà*) the question as to the liability for the result of a transfer of stock under a forged document arose between the Corporation of Sheffield, whose duty it was to keep the register of the stock, and innocent transferees. Barclay's Bank purchased, as they supposed, £8,200 of Sheffield Corporation Stock from two persons who were joint holders, and took a transfer to a nominee under an instrument of transfer which purported to be executed by both holders. As regards one of the holders the transfer was a forgery. The transfer was presented to the corporation for registration, and subsequently the stock was resold by the bank and was transferred by their nominee to the new purchasers, to whom certificates were issued by the corporation. The stockholder whose name had been forged to the first transfer required the corporation to replace the stock, and, as they were debarred by the new certificates from cancelling the registration of the ultimate purchasers, they claimed indemnity from the bank upon the ground that the bank had presented the forged transfer and had induced the corporation to act upon it.

The case, though analogous to *Starkey* v. *Bank of England* (*suprà*), depends upon a different principle, and was decided upon different authorities. Barclay's Bank made to the corporation no representation of authority, but they put before the

corporation as genuine a document which was in fact forged, and at their request the register of the stock was altered in accordance with this forged document. In *Simm* v. *Anglo-American Telegraph Co.* (5 Q. B. D. 188) LINDLEY, J., held that under such circumstances the innocent transferee was not liable. He offers the transfer to the corporation as a document which he believes to be genuine, but as to which the corporation are to make their own inquiries, and the transfer is only to be registered if, as a result of these inquiries, they are satisfied that it is genuine. But in *Barclay's case* it was pointed out that this overlooked the principle embodied in *Toplis* v. *Grane* (5 Bing. N. C. 636) and *Dugdale* v. *Lovering* (L. R. 10 C. P. 196) and other cases, namely, that where an act, not apparently illegal in itself, but which in fact occasions an injury to the rights of other persons, is done by the plaintiff under the express direction of the defendant, he is bound to indemnify the plaintiff against the consequences. In the Court of Appeal, where the judgment of Lord ALVERSTONE, C.J., founded upon this principle, was reversed, it was said that the principle did not apply in a case where the plaintiff had a duty in the matter independently of the request, and the corporation had such a duty in regard to the registration of transfers of the stock. But this distinction was rejected in the House of Lords and the judgment of the Lord Chief Justice was restored. "I am of opinion," said Lord DAVEY, "that where a person invested with a statutory or common law duty of a ministerial character is called upon to exercise that duty upon the request, direction, or demand of another . . . and without any default on his own part in a manner which is apparently legal, but is in fact illegal, and a breach of the duty, and thereby incurs liability to third parties, there is implied by law a contract on the part of the person making the request to keep indemnified the person having the duty from any liability which may result from such exercise of the supposed duty." And the learned lord was prepared to go further and to hold that the case also fell within the doctrine of warranty applied in *Starkey's case* (*suprà*). "I dissent from the proposition that a person who brings a transfer to the registering authority, and requests him to register it, makes no representation that it is a genuine document, and I am disposed to think (though it is not necessary to decide it in the present case) that he not only affirms it is genuine, but warrants it is so."

The present case of *Bank of England* v. *Cutler* formed a further variation of the same point. Here there was neither a forged power of attorney, nor was the claim against a transferee who had been registered under a forged transfer; but it was against a stockbroker who had attended at the Bank of England and had identified as the holder of stock a person who was in fact fraudulently personating such holder. A Miss MARIAN MAY PEARSON was the registered holder at the bank of £1,544 15s. of India Three-and-a-Half per cent. Stock. A stock receipt was issued to her, but two women, one her half-sister, and the other, JEANNIE PEARSON, a connection by marriage, managed to obtain possession of the receipt and to raise money by a transfer of the stock. This was in October, 1903. Apparently JEANNIE PEARSON went in the first instance to a solicitor, representing herself as MARIAN MAY PEARSON, and in due course it became necessary for her to be identified at the Bank of England by one of the members of the London Stock Exchange or their clerks whose names are on the list kept at the bank for that purpose. The defendant was one of these stockbrokers, and JEANNIE PEARSON was introduced to him as MARIAN MAY PEARSON, and he, assuming that all was right, first made the necessary arrangements at the bank, and then attended with her and identified her as MARIAN MAY PEARSON, in which name she signed the transfer book. The transfer was in favour of one TOTTENHAM, and was made as security for a loan by him. He in turn transferred to Coutts' Bank, from whom the money for the loan was obtained, and subsequently, in June, 1904, Coutts' Bank sold the stock, and it was transferred in the books of the Bank of England to the purchaser. The fraud was not discovered by Miss M. M. PEARSON till 1905, the amount of the dividends being paid to her in the meantime by JEANNIE PEARSON and her confederate, and then the Bank of England, in response to her claim, bought stock to replace that which had been wrongfully transferred out of her name. They in turn, relying upon the cases referred to above, claimed to be indemnified by the stockbroker, and A. T. LAWRENCE, J., has held that the claim is maintainable. The solicitor was brought in as a third party, but the judgment recently given does not touch any question between him and the defendant, and of course, so far as the bank is concerned, it is only the liability of the stockbroker which is relevant. To determine this it was necessary to consider whether there was any such warranty as to bring the case within the above authorities. The defendant did not, indeed, represent that he was authorized to sign the transfer book in the name of the alleged transferor; hence the case was not identical with *Starkey's case*; and he did not offer a forged transfer as genuine and request the bank to register it. But, as just stated, he made all the arrangements at the bank for the transfer, and then he attended and identified JEANNIE PEARSON as the holder of the stock. The learned judge held that there was in fact a request by him to the bank to permit M. M. PEARSON to make the transfer, with an identification of the wrong person as M. M. PEARSON, and that the legal effect was that he warranted that JEANNIE PEARSON was M. M. PEARSON. In substance there seems to be no distinction between the case where a stockbroker puts forward a forged power of attorney as being genuine, and where he produces the wrong person and testifies that she is the right one. And after the recent decisions in the House of Lords it is difficult to avoid the conclusion that he is liable upon a warranty that his representation as to identity is correct.

This, of course, is a very serious matter for stockbrokers, and it can hardly be questioned that no such liability should be imposed upon them. The attendance of the stockbroker for the purpose of identification is a valuable protection to the bank, and, having regard to the mode in which transfer of stock takes place there, the system could hardly be carried out in the absence of some class of people who can be looked to for *primâ facie* evidence of identity. But to make the stockbroker suffer for fraud is to impose on him a liability quite out of proportion to any interest he has in the matter. That such fraud is frequently incident to the transfer of stock is obvious from the recent cases, and it is a singular commentary upon the alleged safety of a system of registration of title. The proper solution is not to impose the consequent liability upon individuals who are assisting parties to the system of transfer, but to cover all such liability by insurance. A refusal on the part of stockbrokers to identify any more transferors would soon make the business of transfer impracticable, and the bank would have to find a more politic remedy than penalizing a class of people whose help is essential.

The Railways (Contracts) Bill.

THE Bill, which has passed a second reading in the House of Commons, to "amend the law relating to railway and canal companies' rates and conditions of conveyance," is one which from a legal point of view is open to very great objection. We are not concerned with the quarrel between traders and railway companies, and express no opinion whatever as to the policy of further interfering with the liberty of contract between these parties. We do, however, protest against the enactment of a law which will create endless confusion and uncertainty—even though that state of things will probably bring no small profit to some members of the profession.

The first clause of this very short Bill provides that where a railway company "has entered into a contract with respect to the receiving, forwarding, and delivering of traffic, other than passengers and their luggage, the company shall be liable for any loss of, or for any injury done to, or for any delay of, such traffic occasioned by the gross negligence of the company or its servants, any term or condition in the contract, express or implied, to the contrary notwithstanding." Now, as is well known, the railway companies have two rates in force with respect to most kinds of goods—the company's risk rate, and the owner's risk rate. At the first, or higher, rate the company carry with all the liability of the common carrier as an insurer of the goods. At the owner's risk rate the company are by the contract exempt from all liability except for such damages as are the result of wilful misconduct on the part of any servant of the company.

They, therefore, contract themselves out of all liability for negligence; and as it is impossible in most cases to prove wilful misconduct, they carry at the lower rate with almost complete freedom from liability in case the goods are lost, injured, or delayed.

This Bill seeks to draw a sharp distinction between negligence and gross negligence. Now, there does undoubtedly seem to be a difference between the liability of a gratuitous bailee and that of a bailee for value. But as soon as we attempt to define any difference between degrees of negligence in bailees for value we get into deep water. The negligence for which any bailee is liable is merely the absence of that amount of care which the law requires from him. If very little care is required from him, then the negligence for which he is responsible may well be described as gross; but how can the degree be in any way defined? Judges have often tried in vain to define gross negligence. ROLFE, B., once said that negligence and gross negligence were the "same thing with the addition of a vituperative epithet."

In this state of things, we have Parliament intervening and enacting that in certain circumstances railway companies shall be liable for gross negligence, but not for negligence; while no attempt is made to define what gross negligence means. Every case, therefore, of injury to goods will resolve itself into a question of negligence or gross negligence. And judging from the undoubted bias shewn by juries where the issue is negligence or no negligence, it looks as if owner's risk contracts would not be worth the paper they are written on to the railway companies if this Bill passes in its present form. It will be impossible to foresee what the effect of any contract will be, and the greatest possible confusion will ensue.

As for the company's risk rate, that will probably drop out altogether. It will not be worth any trader's while to pay the higher rate when he will get almost as much protection by paying the lower rate. It must be remembered that the company's risk rate cannot be higher than the maximum rate fixed for the carriage of the particular goods by Act of Parliament, and it is generally substantially less than that rate. Until the Railway and Canal Traffic Act of 1894 there was a presumption that a rate was reasonable if it were below the maximum rate, and a company might alter a rate, provided it kept within the maximum, without interference. By that Act, however, this presumption has been removed, and where a company now increase a rate they may be called upon to prove to the satisfaction of the Railway Commissioners that the increase is reasonable. It is obvious that unless railway companies are restrained from so doing, they will withdraw the owner's risk rates altogether when they find that the owner's risk contract no longer gives them such protection as to justify them in carrying goods at a lower rate. The Bill, therefore, proceeds to enact that any withdrawal of the owner's risk rate shall be deemed to be an increase in the rate within the meaning of the Act of 1894; and further, that such increase, and any other increase made in consequence of the provisions of the Bill, shall be deemed to be unreasonable. This seems to withdraw from the Railway Commissioners the jurisdiction to determine whether any such increase is reasonable or not, and to fix the present owner's risk rates as maximum rates which cannot be increased in order to make up for the increased liability of the companies.

The avowed object of the promoters of this Bill is to allow the companies to contract themselves out of the consequences of ordinary negligence, but to make them liable where the negligence is very serious. We do not think the Bill in its present form will have this effect in practice, for we believe it will have the effect of preventing the companies from contracting out of negligence at all. At the same time, there are cases on the border line between gross negligence and wilful misconduct in which no protection ought to be afforded to companies. By the use of proper words it is probable that such cases might be excluded from the protection given by the owner's risk contract, whilst preserving the protection against ordinary negligence; but the framing of such words would be very difficult. We believe that such words will be proposed in committee, and we shall be very curious to see them.

Reviews.

The Commonwealth of England.

DE REPUBLICÂ ANGLORUM: A DISCOURSE ON THE COMMONWEALTH OF ENGLAND. By Sir THOMAS SMITH. Edited by L. ALSTON, Christ's College; with a Preface by F. W. MAITLAND, LL.D., Downing Professor of the Laws of England. Cambridge: At the University Press.

The Syndics of the Cambridge Press are to be congratulated on this new edition of one of the most notable of Elizabethan books of special interest to lawyers, containing as it does a short philosophical and popular account of all the courts of justice, their judges and officers, and the administration of all branches of the civil and criminal law at that period. There is a useful comparison of the procedure with that of continental countries under the Roman law, which is highly appreciative of the English system, and especially of the jury as the test of evidence. The author's comments on the High Court of Parliament are by some writers considered to be the foundations of modern constitutional theory. He was one of the most remarkable men of that remarkable period. Henry VIII. appointed him the first Regius Professor of Civil Law at Cambridge. He was a great favourite with the Protector Somerset, who made him a Secretary of State and Provost of Eton; while under Elizabeth he was again Secretary of State, after having been Ambassador to France, and it was in France as ambassador that he first wrote this treatise—apparently as a challenge to the legal and political thinkers of Europe to discuss the best form of government and the administration of justice.

Another edition was needed, copies of the old editions being rare and expensive. No pains have been spared in making the present edition as perfect as may be. The text is from the first printed edition of 1583, carefully collated with two probably earlier MSS. (for the treatise was first written in 1565)—one in the British Museum and the other in Trinity College, Cambridge. Mr. Alston's work as editor has been very carefully done, both in the text and in the critical introduction and appendices; and he has had the advantage of some MS. notes on the subject by the late Professor Maitland, who contemplated doing the work, but whose other occupations left him only the time to introduce the book to the public in a concise and inspiring preface Those who have not hitherto had the opportunity of possessing a copy will be grateful for the opportunity of obtaining it at an inexpensive price. The style, in its condensation of facts and grasp of principles and humorous illustrations, recalls the writings of Professor Maitland himself.

Books of the Week.

The Marine Insurance Act, 1906 (6 Edw. 7, c. 41), with Notes and an Appendix Containing the Material Provisions of the Statutes Relating to the Stamping of Marine Policies. By EDWARD LOUIS DE HART, M.A., LL.B. (Cantab.) and RALPH ILIFF SIMEY, B.A. (Oxon.), Barristers-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Encyclopædia of the Laws of England, with Forms and Precedents. By the Most Eminent Legal Authorities. Second Edition, Revised and Enlarged. Vol. III.: Charter-party to Coroner. Sweet & Maxwell (Limited); Wm. Green & Sons, Edinburgh.

A Catalogue of Modern Law Works Published during the Years 1865-1907: being a Supplement to the Bibliotheca Legum of Henry G. Stevens and Robert W. Haynes. Stevens & Haynes.

Correspondence.

Burial at Sea.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—A client of mine, having a strong objection to the present method of either burial or cremation, wishes me to insert in his will specific directions to his executors to have his body sewn up in canvas and weighted and carried out and cast into the sea more than three miles from the shore.

Do any of your readers know of an instance in which this has been done, and can they inform me of any legal or practical difficulties which might prevent these directions being followed?

"BLUE WATER."

[See observations under head of "Current Topics."—ED. *S.J.*]

Forged Instruments of Transfer.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I point out that the case of *Bank of England* v. *Cutler* (*Times*, 16th March, 1907) illustrates the case put in my letter of the 11th of March, printed in your issue of the 16th of March, of a forged instrument of transfer being held to be warranted when tendered for registration by a vendor's assumed agent? *Cutler's case* related to stock, but the principle laid down by Lord Davey in *Sheffield Corporation* v. *Barclay* (1905, A. C., at pp. 399, 403) has now been applied both to stock and to registered land: *Bank of England* v. *Cutler* (*suprà*), *Attorney-General* v. *Odell* (1906, 2 Ch., at pp. 79, 81).

March 18. JAMES EDWARD HOGG.

Points to be Noted.

Company Law.

Debentures — Postponement of Registration — Fraudulent Preference.—Section 4 of the Bills of Sale Act, 1878, provides that the expression "bill of sale" is to include "any agreement, whether intended or not to be followed by the execution of any other instrument, by which a right in equity to any personal chattels or to any charge or security thereon, shall be conferred." By section 8 every bill of sale to which the Act applies must be registered within seven days after the making or giving thereof—otherwise it is to be void as against trustees in bankruptcy and others. In *Ex parte Hauxwell* (23 Ch. D. 626) the Court of Appeal held that a parol agreement to give a bill of sale did not require registration; and that a bill of sale, given in pursuance of such an agreement *bonâ fide* entered into, was not void by reason of the non-registration of the agreement, although given a considerable time after that agreement. The court took care to distinguish the case from cases like *Ex parte Fortin* (L. R. 7 Ch. 636) and *Ex parte Kilner* (13 Ch. D. 245), in which it was held that where the giving of a bill of sale was purposely postponed until a trader was insolvent in order to save his credit, that was evidence of an intention to commit a fraud against the grantor's general creditors. It was pointed out by Bacon, C.J., in *Ex parte Hauxwell* that the agreement in that case could have been enforced in equity. By section 14 of the Companies Act, 1900, "every mortgage or charge created by a company," and being of a specified description, "shall, so far as any security on the company's property or undertaking is thereby conferred, be void against the liquidator and any creditor of the company" unless filed for registration within twenty-one days. In *Re Queensland Land and Coal Co.* (1894, 3 Ch. 181) it was said that, assuming there was a clear definite contract to have debentures issued to persons in respect of a loan by them, they had as good a claim as any debentures could give them, except that their claim was equitable and not legal. If the debentures are to contain a charge, the agreement gives a charge in equity, although the agreement was by parol. Where a company agreed to give one of its directors a debenture containing a charge "whenever called upon by him to do so," and twenty-one months afterwards (and within three months before the winding up of the company), the company on request gave the debenture, which was registered within twenty-one days, the court applied the principle of *Ex parte Fisher* and *Ex parte Kilner*, and held the debentures to be void as a fraudulent preference. The agreement itself was not registered, and in the result it was unnecessary to decide whether a written agreement to give a debenture requires registration under the Act of 1900, or whether a parol agreement to give debentures is of itself a good security.—RE JACKSON & BASSFORD (LIMITED) (Buckley, J., July 17) (1906, 2 Ch. 467).

CASES OF THE WEEK.

House of Lords.

VILLAR *v.* **GILBEY.** 5th Feb.; 19th March.

WILL—CONSTRUCTION—"BORN IN MY LIFETIME"—CHILD EN VENTRE SA MÈRE—CUTTING DOWN ESTATE TO LIFE ESTATE.

Primâ facie, for the purposes of devolution of property, words used limiting the estate to be taken must be construed according to their ordinary meaning.

Held, therefore, that a devise to a child "living in my (the testator's) lifetime" ought not to be construed as applying to a child en ventre sa mère *at the time of the testator's death and subsequently born alive. If, as the Court of Appeal held,* per Cozens-Hardy, L.J., *that "as a general rule of construction the word child living at or born at a particular date includes a posthumous child in the absence of any context indicating a contrary intention," such a rule must be limited to cases where it is necessary for the benefit of the unborn child that the language used should be strained to prevent injustice being done to the child, and to bring it within the motive and reason of the gift.*

Blasson *v.* Blasson (2 *De G. J. & S.* 655) *followed.*

Decision of the Court of Appeal (1906, 1 *Ch.* 583) *overruled.*

Decision of Swinfen Eady, J. (1905, 2 *Ch.* 301), *restored.*

The question in this case was whether a person *en ventre sa mère* could be treated as born in the lifetime of the testator under a provision in his will cutting down an estate tail to a life estate in case of persons born in his lifetime. The appeal was brought against a decision of the Court of Appeal (1906, 1 Ch. 583), reversing a judgment of Swinfen Eady, J. (1905, 2 Ch. 301), holding that a child *en ventre sa mère* at the testator's death and subsequently born alive might be treated as born in the testator's lifetime, there being nothing in the will to the contrary, and that he therefore took a life estate only. The facts sufficiently appear from the judgments.

Lord LOREBURN, C., in moving that the appeal should be allowed, said in this case George William Rush made a will in the year 1854, by which he devised certain estates to his brother for life, remainder to his brother's eldest son for life, with divers remainders in tail, remainder to his brother's second son for life, with remainders in tail, and in default of such issue then to the third, fourth, and every other son of his said brother successively and in remainder one after another according to priority of birth and to the heirs of the body of such son or sons. And then followed these words: "But I declare my intention to be that any third or other son or sons of my said brother born in my lifetime shall not take a larger interest in my said estates than for life only with remainder to his issue in tail male and then in tail female," &c., &c. The third son of the testator's brother was William Beaumaurice Rush, and he became entitled to the estates under this will. The only question was whether he was entitled to an estate tail, or was entitled only to an estate for life as having been "born in my (the testator's) lifetime." In actual fact, the testator died on 18th of September, 1854, and W. B. Rush was born on 9th of October, 1854. If the plain meaning of words was to prevail, it was obvious that W. B. Rush was not born in testator's lifetime, and Swinfen Eady, J., so held. But the Court of Appeal were of opinion that there was a fixed rule of construction which compels a court to hold that he was born in the lifetime of the deceased because at that time he was *en ventre sa mère*. Their lordships had therefore to say whether or not such a rule of construction had been established by the authorities. It was certain that a child *en ventre sa mère* was protected by the law, and might even be party to an action. Again, in computing lives for the purpose of the rule against perpetuities, a child *en ventre sa mère* was taken as if it were actually living. And under the old law, which treated a will made before marriage as revoked by marriage and the subsequent birth of a child, it made no difference whether the child was actually born before the father's death or was still *en ventre sa mère* at that time. All that was quite true, but it did not establish a rule that the words "born in my lifetime" must include persons born some weeks or months later. He could not see what bearing these rules of law had upon the meaning of words used by a testator who could make such dispositions and choose such language as he pleased. Another series of decisions was cited, under which the courts held that children *en ventre sa mère* at the father's death must be included in the description in a will of children "living" at the father's death. The straining of language was justified on the ground that such children came within the motive and reason of the gift and should therefore be included by a fiction or indulgence on the ground that it was for their benefit. In *Trower* v. *Butts* (S. & S. 181) a posthumous child was held to be included under the words "born in 'the father's' lifetime," and this appeared to have been so decided on the ground that this construction was for the child's benefit. In *Blasson* v. *Blasson* (2 De G. J. & S. 665) similar words occurred, and Westbury, L.C., upheld the case of *Trower* v. *Butts* on the ground mentioned, and spoke of "this peculiar rule of construction which is limited to cases where such construction of the word 'born' is necessary for the benefit of the unborn child." Out of these materials the Court of Appeal deduced a rule stated by Cozens-Hardy, L.J., as follows: "As a general rule of construction the word child living at or born at a particular date includes a posthumous child in the absence of any context indicating a contrary intention." This principle was laid down quite broadly and regardless of the circumstance whether the construction was for the benefit of the child or not. The Court of Appeal thought that this distinction had been overruled by authority. But an examination of the cases, *Pearse* v. *Carrington* (L. R. 8 Ch. 969), *Re Burrows* (1895, 2 Ch. 497), and *Re Wilmer's Trusts* (1903, 2 Ch. 411), cited in support of this view, did not support it. The sentence quoted from Westbury, L.C., accurately stated the rule, and its limitation, and, with the utmost repect to the Court of Appeal, he could not accept the rule without the limitation, because there was not authority for such a view. Inasmuch as the effect of applying the rule of construction, which had been discussed, to the present case would be to reduce the interest of W. B. Rush from an estate tail to a life estate, it would not be for his benefit, but obviously to his prejudice, and the rule therefore had no application. Accordingly he was of opinion that this appeal prevailed, and the judgment of Swinfen Eady, J., should be restored.

Lords MACNAGHTEN, JAMES OF HEREFORD, ROBERTSON, and ATKINSON concurred. Appeal allowed.—COUNSEL, *Younger*, K.C., and *Draper*; *Warmington*, K.C., *Micklem*, K.C., and *Ware*. SOLICITORS, *E. E. Baron Reed*, for *C. P. Clarke*, Taunton; *Baileys, Shaw, & Gillett*.

[Reported by RASKINE REID, Barrister-at-Law.]

Court of Appeal.

"THE ANSELM." No. 1. 13th March.

SHIP—COLLISION—REGULATIONS FOR PREVENTING COLLISIONS AT SEA—INLAND TIDAL WATERS—ULTRÀ VIRES—"COURSE AUTHORIZED OR REQUIRED BY THESE RULES"—COURSE REQUIRED BY RULES OF GOOD SEAMANSHIP—NECESSITY TO SIGNAL—ARTICLE 28.

The Regulations for Preventing Collisions at Sea apply to inland tidal waters connected with the high seas and navigable by sea-going vessels, and in so applying are not ultrà vires. *A course is "authorized" by the regulations within the meaning of article* 28 *where the rules of good seamanship require that such a course shall be taken.*

Appeal from the judgment of Bargrave Deane, J., in an action of collision. The plaintiffs were the owners of a portion of the cargo lately laden on board the steamship *Cyril*, and the defendants were the owners of the steamship *Anselm* and also of the steamship *Cyril*. At about 7.15 a.m. on the 15th of September, 1905, *The Cyril*, a screw steamship of 4,380 tons gross and 2,556 tons net register, was, whilst on a voyage from Manaos to Liverpool, in the Para Estuary, River Amazon, off Carnaticu Island, proceeding towards the sea, the weather being fine and clear. *The Anselm*, a screw steamship of 5,442 tons gross and 3,213 tons net register, was at the time in the Para Estuary on a voyage from Para to Manaos, heading an up-river course. The vessels were each making about twelve or thirteen knots. The vessels saw each other several miles off, and as they approached each other end on the helm of *The Anselm* was ported so as to pass port side to port side. *The Cyril*, however, starboarded so as to pass starboard side to starboard side, and *The Anselm* continued to port, and did not blow her whistle on either occasion of porting. *The Cyril* still coming on under a starboard helm, the engines of *The Anselm* were reversed full speed and her helm was put far over, but the vessels collided, with the result that *The Cyril* sank. The plaintiffs' goods were being carried under a bill of lading which exempted the owners of *The Cyril* from loss or damage arising from the wrongful act, negligence, default, or error in judgment of the pilot, master, or crew of *The Cyril*, and so no question arose as to the liability of *The Cyril*. The only question was as to whether *The Anselm* was to blame. The plaintiffs alleged (so far as material) that *The Anselm* failed to indicate by the appropriate signals on her steam whistle the course she was taking, and thereby failed to comply with article 28 of the Regulations for Preventing Collisions at Sea. Bargrave Deane, J., held that *The Cyril* was clearly to blame for not having ported her helm so as to pass port side to port side; that *The Anselm* was also to blame for not having given the appropriate signals on her whistle when she ported her helm and reversed her engines; but that those breaches of article 28 by *The Anselm* could not possibly have contributed to the collision, because what was being done on board *The Anselm* was visible to those on board *The Cyril*, and the latter must have seen that *The Anselm* was porting. He accordingly held that *The Cyril* was alone to blame, and he gave judgment for the defendants. By the preamble to the regulations, "these rules shall be followed by all vessels upon the high seas and in all waters connected therewith navigable by sea-going vessels." By article 28, "when vessels are in sight of one another, a steam vessel under way, in taking any course authorized or required by these rules, shall indicate that course by" certain signals on her whistle or siren.

THE COURT (Lord ALVERSTONE, C.J., and FLETCHER MOULTON, L.J.)* allowed the appeal.

Lord ALVERSTONE, C.J., said that it was first contended that the regulations did not apply to inland tidal waters such as the Para Estuary; and that, if they did, they were *ultrà vires*. It was, in his opinion, impossible to say that upon their true construction the regulations did not apply to places like the Para Estuary. Nor could it be said that the regulations when so applying were *ultrà vires*. He agreed with the view expressed by Gorell Barnes, J., in *The Carlotta* (1899, P. 223), that the regulations were applicable to tidal waters connected with the high seas navigable by sea-going vessels. Therefore they were applicable to the Para Estuary. It was next said that the failure to indicate on her whistle that *The Anselm* was porting her helm, and later on reversing her engines full-speed astern, was not an infringement of article 28 inasmuch as no specific article of the regulations either "authorized" or "required" her to take that course, good seamanship alone dictating it, and that therefore section 419, sub-section 4, of the Merchant Shipping Act, 1894, did not apply so as to cause *The Anselm* to be deemed to be in fault. Upon that point he agreed with Sir Francis Jeune, who in *The Uskmoor* (1902, P. 250) said: "It has been sought to put a rather narrow interpretation upon the rule. Of course the word 'required' is clear enough. There are certain things required by the rules to be done. The word 'authorized' is, however, very much larger, and I am inclined to think that a large interpretation ought to be given to it; and that it includes any course which, for the safety of the vessels, good seamanship requires to be taken with reference to the other vessel then in sight." The course of action taken by *The Anselm* was therefore authorized by the rules, and the appropriate signals ought to have been given, and for that infringement of the rules *The Anselm* was to be deemed in fault. It was impossible to say that those infringements of the regulations could not possibly have contributed to the collision. *The Anselm* must therefore be held also to blame.

FLETCHER MOULTON, L.J., concurred.—COUNSEL, *Aspinall*, K.C., and *R. H. Balloch*; *Sir Robert Finlay*, K.C., *Laing*, K.C., and *Bateson*. SOLICITORS, *Waltons, Johnson, Bubb, & Whatton*; *Pritchard & Sons*, for *Batesons, Warr, & Wimshurst*, Liverpool.

[Reported by W. F. BARRY, Barrister-at-Law.]

* The appeal was heard by a court composed of two judges, by consent of the parties, under section 1 of the Judicature Act, 1899 (62 & 63 Vict. c. 6).

High Court—Chancery Division.

Re **COUTURIER. COUTURIER** *v.* **SHEA.** Joyce, J. 20th, 27th, and 28th Feb.; 9th March.

WILL—CONSTRUCTION—LEGACIES—VESTED OR CONTINGENT—SEVERANCE OF FUND—INTERIM INCOME—INCLUSION OF ILLEGITIMATE CHILDREN BY IMPLICATION.

Where a legacy is given followed by a direction that it is to be paid to the legatee on his attaining the age of twenty-five, the legacy vests immediately, and the time of payment only is postponed; if it is further accompanied by a direction to set apart a fund to answer the bequest it carries income or interest from the time of the severance of the fund, and if there is no gift over in the event of the legatee's dying under the age of twenty-five it becomes payable immediately upon the legatee's attaining the age of twenty-one. Under a bequest in a will to grandchildren, the illegitimate children of a daughter were allowed to participate.

Adjourned summons. A testatrix by her will directed a certain house to be sold and the proceeds to be equally divided amongst the children of her daughter F. A. S., who should have attained the age of twenty-one years. She also directed that there should be set apart certain sums of money for her grandsons, J. W. L. S., J. V. S., and F. D. S., such sums to be free of duty and to be paid respectively as to part thereof on their attaining the age of twenty-one years, as to further part on their attaining the age of twenty-five years, and the balance to be paid them on their attaining the age of thirty years. She also directed certain sums to be set apart for her grandson G. S. and her granddaughter A. F. S. and directed that the ultimate residue of her estate should be paid to the children of her said daughter F. A. S. who should have attained the age of twenty-one years in equal shares. The testatrix's daughter F. A. S. had four sons and one daughter (the grandchildren mentioned in the will) who all survived the testatrix. The eldest son J. W. L. S. attained the age of twenty-one and duly received the first instalment of his said legacy, but he died before attaining the age of twenty-five years, and letters of administration to his estate were granted to his mother, the said F. A. S. Two of the sons, the said F. D. S. and G. S., were illegitimate. There was evidence that the testatrix knew they were illegitimate, but never made any difference between them and the other children. This summons, which was taken out by the executors of the will, asked that it might be determined whether upon the true construction of the said will and in the events which had happened: (1) the legacy which the testatrix directed to be set apart for the said J. W. L. S. and paid as to part thereof on his attaining the age of twenty-one years and as to the balance thereof as in the said will mentioned, failed as to such balance, or whether such balance was now, or would at some and if so what future date, be payable to the defendant F. A. S. as the legal personal representative of the said J. W. L. S., and whether with any, and if so what, interest; and (2) whether the said F. D. S. and G. S. were contingently interested in the proceeds of sale of the said house and the testatrix's residuary estate. It was argued on behalf of the legal personal representative of J. W. L. S. that his legacy became vested on his surviving the testatrix, the time of payment only being postponed, and that when there was a direction in a will that a fund should be set apart to answer a legacy the presumption in favour of its immediate vesting was strengthened: *Williams* v. *Clark* (4 De G. & S. 472), *Rocke* v. *Rocke* (9 Beav. 66), *Re Wrey, Stuart* v. *Wrey* (29 SOLICITORS' JOURNAL 650, 30 Ch. D. 507), *Re Bunn, Isaacson* v. *Webster* (16 Ch. D. 47), *Re Bevan's Trusts* (34 Ch. D. 716), *Dundas* v. *Wolfe Murray* (7 SOLICITORS' JOURNAL 321, 1 H. & M. 425), *Saunders* v. *Vautier* (4 Beav. 115, 54 R. R. 286), *Love* v. *L'Estrange* (5 B. P. C. 59), *Tyrell* v. *Tyrell* (4 Ves. 1). On behalf of the illegitimate children it was submitted that they had always been recognized by the testatrix, and that she intended them to benefit under her will: *Hill* v. *Crook* (L. R. 6 H. L. 265, 22 W. R. 137), *Re Parker, Parker* v. *Osborne* (1897, 2 Ch. 208), *Re Walker, Walker* v. *Lutyens* (41 SOLICITORS' JOURNAL 622; 1897, 2 Ch. 238), *Re Wood, Wood* v. *Wood* (46 SOLICITORS' JOURNAL 632; 1902, 2 Ch. 542). It was pointed out that the testatrix named them in the will and referred to them all equally as her grandchildren, and that on the authority of *Re Smilter, Bedford* v. *Hughes* (47 SOLICITORS' JOURNAL 146; 1903, 1 Ch. 198), the testatrix had made her own dictionary and the illegitimate children were entitled to participate. For the legitimate children it was contended that the cases cited were distinguishable on various grounds; that in ordinary cases the word "children" only included legitimate children, and that the case of *Megson* v. *Hindle* (24 SOLICITORS' JOURNAL 689, 15 Ch. D. 198), was a clear authority for excluding the illegitimate children, but Joyce, J., said that it was impossible to reverse the whole current of modern authorities and he should hold that they were entitled under the will.

JOYCE, J., in delivering a considered judgment, after reading the material portions of the will, said the question which he had to decide was when each of the several legacies vested in the legatee—in other words, whether the gift of a sum directed to be paid upon the legatee attaining a certain age was contingent upon such age being attained or would pass to the legal personal representative of a legatee who died before the date appointed for payment of the legacy. There was no express direction in the will as to the period of vesting, but the general rule was that when the will was silent the legacy vested immediately if the time of payment was postponed only for convenience. But in determining the period of vesting it had always been considered a material circumstance if the legacy was severed from the rest of the estate. Here there was no express direction as to the interest or income of the several legacies, but in each case the legacy was not merely severed from the rest of the estate, but was directed to be set apart for the legatee and to be free of legacy duty. Where the legacy was

directed to be set apart for the legatee without more, that was sufficient, he thought, to carry the income from the date of the setting apart unless a contrary intention appeared by the will; so that here the legacy with interest was for the legatee subject to the directions which followed with respect to the mode or times of payment. If these subsequent directions as to periods of payment had been absent, there would still, he thought, be sufficient left to give an immediately vested legacy with the interest or income thereof. What effect was to be given to the directions with respect to payment? A legacy to A. upon attaining a given age was contingent upon the attainment of that age by the legatee, but a legacy to A., payable at a given age or by instalments was a present gift and vested at once, the payment only being postponed, so that if the legatee died before the age prescribed for payment his legal personal representative would be entitled. A simple bequest of a legacy to A. with an added direction to accumulate until he reaches a given age, say twenty-five, and an express direction to postpone payment until then, vested immediately, and the legatee upon attaining twenty-one was entitled to payment: *Gosling* v. *Gosling* (Johnson 265). Here there was no express direction either as to accumulation or as to interest; but, as he had already observed, a direction to set apart for the benefit of A. (the income not being otherwise disposed of) in his opinion implied that A. was to have the income as well as the principal from the time of setting apart or from the time when the setting apart was directed to take place. There was here no gift over or other express disposition of the principal in the event of the legatee dying before the period fixed for payment. Upon the whole he considered the bequests equivalent to a gift of a legacy to the legatee payable as to part at twenty-one, as to further part at twenty-five, and the balance at thirty: the effect being, according to the decision in *Gosling* v. *Gosling*, that each of these legatees, upon attaining twenty-one, became entitled to the payment of his legacy with the intermediate interest or income, and that the legal personal representative of any legatee who survived the testatrix and died before actual payment was entitled to the legacy or balance remaining unpaid of both income and principal. With regard to the question of the illegitimate children being entitled to take an interest under the will, he had no hesitation in following the decision in *Re Parker* (1897, 2 Ch. 208), under which decision they would be entitled to participate.—COUNSEL, *Austen-Cartmell; Woodfin; Ward Coldridge.* SOLICITORS, *G. Aplin Nichols; W. B. Glasier.*

[Reported by W. F. LAWRENCE, Barrister-at-Law.]

Re **THE ESTATE OF BEN HAIGH (DECEASED). HAIGH** *v.* **HAIGH.**
Parker, J. 14th March.

WILL—BEQUEST OF BOOK-DEBTS—BALANCE ON BUSINESS ACCOUNT AT BANK—CONSTRUCTION.

A bequest of the "effects used in the business carried on by me . . . and all book-debts owing to me, and the benefit of all contracts entered into by me in respect of the said business at the time of my decease,"

Held, not to include a balance on the business account at the bank.

Adjourned summons. By paragraph 10 of his will, dated the 14th of August, 1905, Ben Haigh, who died on the 25th of September, 1906, provided as follows: "I give, devise, and bequeath unto my trustees (in case I shall not have sold the same during my lifetime) my mill buildings and premises known as the Albert Paper Mill, situate at East Retford, in the county of Nottingham, the site of which contains an area of one acre, one rood, and eleven perches, or thereabouts, together with the engine, boiler, shafting, machinery, loose tools, implements, utensils, and effects used in the business of a paper manufacturer carried on by me at the said mill, and the stock of raw material and manufactured paper and all book-debts owing to me, and the benefit of all contracts entered into by me in respect of the said business at the time of my decease upon the trusts and subject to the directions hereinafter contained concerning the same." By paragraph 11 of the will the trustees were directed, within fourteen days of the decease of the testator, to offer the said mill and premises, &c., for sale to the testator's nephew at a certain price and subject to certain conditions. The summons was issued for the purpose, *inter alia*, of deciding the following question—whether the sums standing to the credit of the business account of the above-named testator, Ben Haigh, with his bankers at the time of his death were included in the bequest to his trustees made by paragraph 10 of his will.

PARKER, J., said that he did not think that the testator meant to include the bank balance in the assets as to which an option to purchase was given to his son. The expression "all book-debts owing to me and the benefit of all contracts entered into by me," &c., might be argued to include the bank balance, but those words really appeared to mean debts which were due to the business and which, in the ordinary course of business, would pass through the business ledgers, and also contracts entered into in the ordinary way, and forming part of the business as a going concern, which would be included in the goodwill of the business. The testator had provided that if his son did not exercise the option of purchase, his trustees were to "sell and dispose of the said business, and the said mill, machinery, and premises." He did not think that a bank balance could form a part of property capable of being dealt with in such a way as that. He was, therefore, unable to say that the bank balance was included in the assets in question. This view was more or less supported by the authorities, and particularly by the case of *Re Stevens, Stevens* v. *Keily* (1888, W. N., Part 1, p. 110, see correction at p. 116), which was followed by Warrington, J., in the case of *Dawson* v. *Isle* (1906, 1 Ch. 633).—COUNSEL, *A. J. Allen; Austen Cartmell; George Henderson.* SOLICITORS, *Allen & Son*, for *Jones & Wells*, East Retford, Notts.

[Reported by F. HARDINGE DALSTON, Barrister-at-Law.]

High Court—King's Bench Division.

SMITTON *v.* **ORIENT STEAM NAVIGATION CO. (LIM.).** Channell, J. 11th March.

SHIP—SEAWORTHINESS—THEFT FROM CABIN—WATCH—INVITATION—WATCH RECEPTACLE—NEGLIGENCE—"FAULT OR PRIVITY"—CONDITIONS ON TICKET—LIABILITY—NO DECLARATION OF VALUE—MERCHANT SHIPPING ACT, 1894 (56 & 57 VICT. c. 60), s. 502.

A passenger on a steamship placed his watch and chain, with gold cigar cutter and sovereign purse attached, in a watch pocket which had been placed by the defendants on a hook above the head of the top bunk occupied by the plaintiff. Above the pocket was a fanlight, which led to the air shaft which opened on to the spar deck. A thief in the night, by putting his head and shoulders into the shaft, stretched his arm down and stole the contents of the pocket. On the back of the plaintiff's ticket was a condition exempting the owners from liability for loss to goods, articles, &c., belonging to or carried by or with any passenger occasioned by theft by persons in the employment of the owners or by others, or other acts, defaults, or negligence of the owners' agents or servants of any kind whatsoever. No declaration had been made of the value of the articles. In an action for damages for negligence and breach of the warranty of seaworthiness that the cabin was fit for the reception of the passenger and articles carried on the person,

Held, that the terms of the ticket were a good defence; if not, then section 502 of the Merchant Shipping Act, 1894, was a good defence. As to articles in the personal custody of a passenger, articles carried in his pocket, the carriers' liability was the same as in respect to the passenger. If by placing the articles in the pocket they ceased to come under the category of those things in respect to which the carriers' liability was the same as in respect to the passenger, they would come within section 502 as articles "taken in or put on board." In the case of a corporation the fault of those having the managing authority would be the "fault or privity" of the corporation, but not the fault of a servant or agent to whom was not deputed the general management.

The plaintiff's claim was for damages for negligence, and alternatively for breach of a warranty of seaworthiness. In October, 1906, the plaintiff was a first class passenger on the R.M.S. *Omrah* on a voyage from London to Malta. On the 26th of October, the plaintiff retired for the night and occupied the top bunk in his cabin, which was on the main deck. The lower bunk was occupied by the plaintiff's wife. At the head of the top bunk a detachable canvas watch-pocket was hooked on the side of the cabin. Above the head of the bunk was a glass fanlight, which could be opened six inches, and was left open by the plaintiff. The fanlight led into an airshaft which led upwards, and curving outwards opened on to the spar deck through a combing light, sixteen by ten inches (the bottom of which was about six inches above the deck) in the side of the deckhouse. The plaintiff on retiring placed his watch and gold chain and sovereign case, with £5 in it, and gold cigar cutter attached in the watch pocket a few inches over his head. In the morning the contents of the watch pocket valued at £35 5s. were missing. The watch pocket was fitted on the ship under the supervision of the plaintiff's marine superintendent. There was no other hook for the upper bunk pocket. Every cabin had a pocket, but only in this cabin and one other the pocket was placed in the position described in relation to the air-shaft. Black finger-marks were found round the pocket and on the inside of the airshaft at the combing light end. It was possible for a man to get his head and shoulders into the shaft and by stretching his arm down the shaft to reach the pocket. The distance from the bottom of the combing light to the fanlight was two feet six to three feet, and about three feet six to the watch pocket. On the back of the passenger ticket was the following: "Conditions under which this ticket is issued by or for the owners of the said steamship, and accepted by or for the passenger. . . . Packages containing jewellery, plate, works of art, or other valuables must be specially declared and registered prior to shipment, and freight paid thereon. Money, securities, and small articles of value should be handed to the purser, who will give a receipt for same on payment of a small percentage for safe custody. . . . Liability.—The owners will not be responsible for, and shall be exempt from, all liability in respect of any detention or delay of passengers arising from any circumstance whatever; and the owners will not be responsible for, and shall be exempt from, all liability in respect of any detention, loss, damage, or injury whatsoever of or to the person, or of or to any baggage, property, goods, effects, articles, matters, or things belonging to or carried by or with any passenger, whether the same shall arise from or be occasioned by the act of God . . . thefts or robberies, whether by persons in the employment of the owners or by others . . . or any other acts, defaults, or negligence of the owners' agents or servants of any kind whatsoever, . . . but passengers' personal baggage can be insured against loss, damage, or injury arising from any of the above risks on declaration of the value and payment of insurance at moderate rates of premium. . . ." The Merchant Shipping Act, 1894, s. 502, provides that "The owner of a British seagoing ship . . . shall not be liable to make good to any extent whatever any loss or damage happening without his actual fault or privity in the following cases—namely, . . . (ii.) where any gold, silver, diamonds, watches, jewels, or precious stones taken in or put on board his ship, the true nature and value of which have not at the time of shipment been declared by the owner or shipper thereof to the owner or master of the ship in the bills of lading or otherwise in writing, are lost or damaged by reason of any robbery, embezzlement, making away with, or secreting thereof." Counsel for the plaintiff contended that an absolute warranty is to be implied as to passengers and small articles in their personal control that the cabin to which they are sent is a proper

place and sufficiently protected against thieves—a place fit for the proper reception of passengers and their personal belongings. It could not be said to be negligence to keep a watch and money necessary for the voyage upon the person and to place them in the watch-pocket, as provided, at night time. The defendants had been guilty of negligence in placing the watch-pocket where they did, or in not placing a bar across the combing light. If they were not negligent there was a breach of warranty of seaworthiness. Section 502 of the Merchant Shipping Act, 1894, did not apply, as the implied warranty of seaworthiness was broken at the time of the vessel's starting. The section did not apply to articles carried on the person, as a watch; the watch in question could not be said to have been "put on board" within the meaning of that section, for the section refers to the "time of shipment," and that must refer to things in the nature of cargo or luggage. Counsel for the defendants contended that section 502 of the Merchant Shipping Act, 1894, and the terms of the conditions on the ticket were a good answer to the question of negligence. As to the question of seaworthiness, carriers by land are not insurers of passengers, and the same principle applies to carriage by sea: *Readhead* v. *Midland Railway Co.* (L. R. 2 Q. B., at 426, *per* Mellor, J., and L. R. 4 Q. B., at p. 391). Goods carried on the person must be treated as the passenger himself: *Richards* v. *London, Brighton, and South Coast Railway Co.* (18 L. J. C. P. 251). If there was negligence (which was denied) in fixing the pocket, and the marine superintendent was the defendants' servant, negligence of servants is excepted by the conditions on the ticket. The Merchant Shipping Act did not apply because there was no "fault or privity" of the defendants.

CHANNELL, J., in giving judgment, said that the governing factor was the ticket constituting the contract. It was not necessary to decide the question of negligence, because that was answered by the terms of the ticket. As regarded the warranty, a carrier of goods by sea warranted the seaworthiness of the vessel as fit for the particular purpose of carrying the particular goods. In the case of carriage of passengers the liability of the carrier was not an absolute liability—he was not an insurer. The obligation in respect to the carriage of a passenger was only to exercise reasonable and proper care for the safe carriage of the passenger. As to the passenger's luggage the liability was the same as that referring to goods. As to articles in the personal custody of the passenger—articles carried in his pocket—he was of opinion that the liability of the carrier was similar to that in respect of the passenger himself. By placing the articles in question in the pocket he did not think the carriers' liability was extended. If the articles ceased, by so placing in the pocket, to be such as those in respect of which the carriers' liability was the same as that in respect to a passenger, they would then come within the words of the section 502 of the Merchant Shipping Act, 1894, articles "taken in and put on board." If they came within that section the defendants were not liable under the loss was occasioned by their personal fault. Because the marine superintendent had placed the pocket where he did, it could not be said to be the actual fault of the defendants. The marine superintendent was not the person to whom the defendants deputed all their duties in reference to the matter. In the case of a corporation, he was of opinion that the words "actual fault or privity" meant the fault of the managing authority, and not of an agent or servant who did not have the general management. The defendants were protected by the terms of the ticket, and if not so protected, then they were protected by section 502 of the Merchant Shipping Act, 1894. Judgment for the defendants.—COUNSEL, *Tobin*, K.C., and *Harrison Smitton*; *Scrutton*, K.C., and *Maurice Hill*. SOLICITORS, *Pritchard, Englefield, & Co.*; *Parker, Holman, Howden, & Garrett*.

[Reported by W. T. TURTON, Barrister-at-Law.]

BANK OF ENGLAND *v.* **CUTLER. BARTRUM, THIRD PARTY.**
A. T. Lawrence, J. 7th, 8th, 9th, and 15th March.

PRINCIPAL AND AGENT—WARRANTY OF AUTHORITY—TRANSFER OF STOCK—TRUE HOLDER OF STOCK IMPERSONATED BY ANOTHER PERSON WHO FORGED SIGNATURE AND PRODUCED CERTIFICATE—INNOCENT IDENTIFICATION OF FORGER BY STOCKBROKER AS THE TRUE HOLDER OF THE STOCK—IMPLIED CONTRACT TO INDEMNIFY—LIABILITY.

The defendant, a member of the London Stock Exchange, received instructions in the ordinary course of business to sell certain stock standing at the Bank of England in the name of Miss M. M. Pearson. The transfer was prepared and the sale carried through and the money paid. It subsequently turned out that Miss M. M. Pearson had been impersonated by her half-sister J. Pearson, and that the transaction on her part was a swindle. J. Pearson was prosecuted for forgery and was convicted. The bank having been called on by Miss M. M. Pearson to make good her loss did so, and sued the defendant to recover from him the expenses they had thus incurred.

Held, the bank was entitled to judgment, as the defendant had introduced the transaction to the bank, and had identified J. Pearson as the true holder of the stock. Although his good faith was admitted, he must be assumed to have warranted that J. Pearson was the M. M. Pearson whom she impersonated, and his doing so imported a promise to indemnify the bank if, as it turned out, she was not.

Action by the plaintiffs against the defendant claiming £1,662 odd as damages for breach of a warranty of the identity of a Miss M. M. Pearson, or in the alternative on an implied contract of indemnity. The action arose out of a fraud perpetrated in October, 1903, upon Miss Marian May Pearson, an unmarried lady living at Hammersmith, by her half-sister Annie Pearson and a connection by marriage, one Jeannie Pearson. Miss M. M. Pearson was the owner, duly inscribed in the Bank of England, of India 3½ per cent. Stock to the amount of £1,544. The two women obtained possession of the stock receipt for this amount of stock and in order to borrow money impersonated Miss Pearson and forged her name to a transfer in the bank books. They contrived to conceal this fact by paying Miss Pearson the dividend until 1905, when they were prosecuted and convicted of forgery. In this transaction the defendant, a member of the London Stock Exchange, acted as witness to the identity of Miss Pearson, who he did not know, and he was deceived when he identified Jeannie Pearson as Marian May Pearson. The defendant's good faith was admitted, and also that he would not be liable for a mere innocent misstatement of fact. But the plaintiffs said that the facts brought him within the principle of liability established by *Collen* v. *Wright* (8 E. & B. 647) and subsequent decisions in which the principle of liability there laid down was followed and approved. *Cur. adv. vult.*

LAWRENCE, J., in giving judgment, after stating the facts, said: When Miss Pearson discovered the fraud in 1905 she called on the bank to replace the stock. This the bank did, and they paid her one dividend which she had not received from the forger. The question was, Did the defendant request or direct the bank to permit the transfer of the stock to be made? If he did he came within the well-established doctrine expressed by Lord Davey in the case of the *Sheffield Corporation* v. *Barclay* (1905, A. C., at p. 399) in these words: "Where a person invested with a statutory or common law duty of a ministerial character is called upon to exercise that duty on the request, direction, or demand of another (it does not seem to me to matter which word you use), and without any default on his own part acts in a manner which is apparently legal, but is in fact illegal and a breach of the duty, and thereby incurs liability to third parties, there is implied by law a contract by the person making the request to keep indemnified the person having the duty against any liability which may result from such exercise of the supposed duty." The bank did nothing with regard to the transfer of stock until set in motion by someone at the request or by the direction of the stockholder. He thought the drawing up of the ticket, the taking it to the bank, the payment of 2s. 6d. to get the transfer expedited and made ready the same day, the attendance at the bank with the proposed transferor, and the identification of the forger as the stockholder, constituted, when taken together, a distinct request to permit the transfer to be made in the bank books. The defendant also identified Jeannie Pearson as the true holder of the stock, and the effect of that was to warrant that she was Miss Marian May Pearson, and to promise to indemnify the bank if she was not. It was argued for the defendant that he was a representative of the bank deputed to form a judgment as to the identity of the stockholder, and that he could not be required to do more than exercise reasonable care. The defendant was in fact the agent for reward of the supposed transferor. It was further said that on the pleadings and particulars no damage was shewn to have been sustained by the bank because no facts to raise an estoppel were disclosed therein. It was contended that the supposed transfer by the forged document was a nullity, and that as no claim had been made except by Miss Pearson by Messrs. Coutts or by anybody else, the bank must be taken to have bought the stock for Miss Pearson voluntarily. He thought that argument was erroneous. There must be judgment for the bank with costs for the amount claimed. The claim of the defendant against Mr. Bartrum (the third party), solicitor to the defendant, whose managing clerk had instructed the defendant to prepare a transfer of this stock and put forward the necessary ticket, was ordered to stand over until the appeal was heard.—COUNSEL, *Sir R. B. Finlay*, K.C., *J. Eldon Bankes*, K.C., and *S. A. T. Rowlatt*; *Danckwerts*, K.C., and *Norman Craig*; *Tindal Atkinson*, K.C., and *C. B. Marriott*. SOLICITORS, *Freshfields*; *Christopher & Roney*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

***Re* VAN LAUN.** *Ex parte* **CHATTERTON.** C. A. No. 2.
15th and 16th March.

BANKRUPTCY — PROOF — SOLICITOR'S CHARGES — DRAFT BILLS OF COSTS AGREED—WAIVER OF DELIVERY OF DETAILED BILLS OF COSTS—ACCOUNT STATED—MORTGAGE TO SECURE AGREED BALANCE OF THE ACCOUNT—TRUSTEE'S RIGHT TO GO BEHIND THE MORTGAGE AND REQUIRE PARTICULARS AND VOUCHERS—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), ss. 37, 41—SOLICITORS ACT, 1870 (33 & 34 VICT. c. 28), ss. 4, 10—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), SCHEDULE II., r. 22.

Where a solicitor presents a proof for an amount agreed by the bankrupt as due to the solicitor for costs, the trustee in bankruptcy is entitled to go behind the bankrupt's agreement and require details and items of the costs, and to reject the proof if such details and items are not furnished.

Appeal from a judgment of Bigham, J., delivered on the 27th of November, 1906 (reported *ante*, p. 83), affirming the rejection of a proof by the trustee in the bankruptcy. The appellant, Mr. W. H. Chatterton, had acted as solicitor to the bankrupt in numerous matters, mostly contentious business, from 1901 to 1906. During this period he put cash accounts and draft bills of costs before the bankrupt upon four occasions, and on each occasion the bankrupt agreed the accounts in writing and asked the appellant not to bother him with detailed bills of costs. On the 10th of January, 1905, the bankrupt executed a mortgage in favour of the appellant which recited that he was indebted to the appellant for costs and that an account of such indebtedness had been stated and agreed at £3,818 14s. 1d. The mortgage also contained a covenant by the bankrupt to pay the said sum of £3,818 14s. 1d., with interest, and also all other sums which might in the future become due for professional services. Accounts were last agreed been the parties on the 29th of August, 1905, when £6,326 15s. 10d. was agreed to be due to the

appellant for costs up to the 30th of June, 1905. A receiving order was made against the bankrupt in March, 1906, and in April the appellant presented a proof claiming the said sum of £6,326 15s. 10d. under the covenant in the mortgage, and alternatively upon an account stated, and valued his security at £4,000. In July the trustee required him to give details and items of the four sums agreed to be due for costs and to produce vouchers for all payments made between March, 1901, and June, 1905. The appellant refused to give any such details, whereupon the trustee rejected his proof because of his failure to comply with such requisition. The appellant appealed from this rejection to Bigham, J., who held that although the bankrupt might not have had the right to call upon the appellant for details of his charges and disbursements, the trustee, representing the general body of creditors, was entitled to go behind the mortgage and the account stated and satisfy himself that the sum claimed was properly due, and that unless the appellant furnished him with the details asked for he was right in rejecting the proof. The appellant appealed from the judgment of Bigham, J., and it was contended on his behalf that the court could not go behind a covenant or an account stated in the same way in which it could go behind a judgment, and that there was no authority which laid down that a trustee had any higher rights to require taxation of a bill of costs than the bankrupt had. Counsel for the respondent was not called upon.

COZENS-HARDY, M.R., held that the appeal must fail, and that the grounds of rejection were obviously fair and reasonable. The fact that the relationship of solicitor and client had existed between the appellant and the bankrupt was a circumstance to be regarded in the case, and the position of the trustee in bankruptcy towards a creditor seeking to prove was a very different one from the position of the bankrupt himself towards his solicitor. The trustee was only acting in discharge of his duty in requiring further evidence in support of the proof as laid down by rule 22 of Schedule II. of the Bankruptcy Act, 1883. It was ridiculous to argue that the court could not go behind a covenant or an account stated when it was conceded that if the creditor had proceeded further and obtained judgment upon the covenant the court could go behind such judgment. He entirely agreed with the reasoning of the judgment of Bigham, J., that the trustee was entitled to satisfy himself that the claim made represented a real indebtedness, and that until the appellant furnished him with the means of forming an opinion on the claim he had no course open to him but to reject the proof.

VAUGHAN WILLIAMS and BUCKLEY, L.JJ., concurred. Appeal dismissed.—COUNSEL, *J. A. G. Hamilton*, K.C., and *G. A. Scott*; *Hansell*. SOLICITORS, *Chatterton & Sons*; *Speyer & Sons*.

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **GRANT RICHARDS.** *Ex parte* **WARWICK DEEPING.** Bigham, J. 18th March.

BANKRUPTCY—AUTHOR AND PUBLISHER—SALE OF COPYRIGHT—CLAIM FOR ROYALTIES.

Where an author has sold outright the copyright of a book in consideration of the payment of royalties, and the publisher has become bankrupt, the author is only entitled to prove in the bankruptcy for damages for breach of contract, and cannot claim payment in full of his royalties out of the proceeds of sales of his book effected by the trustee after the bankruptcy.

Motion by Mr. Warwick Deeping, an author, against the trustee of the estate of Grant Richards, a publisher, for a declaration that the applicant was entitled, under the terms of an agreement of the 23rd of April, 1903, to be paid in full his proportion of the royalties received by the trustee since the 3rd of February, 1905, from certain American publishing firms in respect of sales made by them of books entitled, "Uther and Igraine," "Love Among the Ruins," and "The Slanderers," and for an account of such royalties. By the agreement of the 23rd of April, 1903 (clause 1), Grant Richards agreed to purchase and Warwick Deeping to sell the entire copyright without any reserve in the United Kingdom and all other parts of the world of "Uther and Igraine" and all future editions thereof, in consideration of the payment of certain varying royalties. By clause 3 the publisher had the absolute right to sell, assign, or otherwise dispose of all his rights in the book for the Colonies and foreign countries, and was to pay the author one half of the net profits received by him under any such sales or assignments. Clause 4 provided that certain other royalties were to be payable to the author on editions sold to the United States. Clause 15 provided that the author was to sell to the publisher the copyright of all works completed by the author within five years of the date of the agreement. Under this agreement Grant Richards purchased the three books in question. A receiving order was made against him on the 17th of January, 1905; the trustee carried on the business till October, 1905, when it was sold as a going concern. During this period the trustee had effected sales of the books in the United States and received the proceeds in which the applicant now claimed to share. Counsel for the applicant contended that the royalties received by the trustee were impressed with a trust in favour of the author and did not form part of the bankrupt's estate. Counsel for the trustee contended that the author had merely a right of proof for the royalties as a debt due under a trade contract.

BIGHAM, J., held that by clause 1 of the agreement the author had divested himself entirely of his copyright, the only property he had in the books. The consideration for which he sold it was the payment of certain royalties varying according to circumstances. On the bankruptcy of the publisher the entire property in the copyright became vested in the trustee to do what he pleased with and to sell it for the benefit of the bankrupt's estate. The agreement was analogous to a contract for the sale of goods, and the author's only right was to prove for damages for breach of agreement in not paying the royalties. Application dismissed.—COUNSEL, *Hodges*; *Sarsfield*, K.C., and *Moresby*. SOLICITORS, *Field, Roscoe, & Co.*; *Redfern & Hunt*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **SIMS.** *Ex parte* **BOARD OF TRADE.** Bigham, J. 19th March.

BANKRUPTCY—TRUSTEE—IMPROPER RETAINER OF MONEY OF THE ESTATE BY THE TRUSTEE—PENAL INTEREST EXACTED FOR SUCH MISCONDUCT—CONFLICTING CLAIMS OF ESTATE AND TREASURY TO SUCH INTEREST—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 74, SUB-SECTIONS 1 AND 6.

The penal interest of 20 per cent. on sums over £50 retained by the trustee in his hands for more than ten days by section 74, sub-section 6, of the Bankruptcy Act, 1883, is in the nature of a debt due from the trustee to the bankrupt's estate, and should be paid into the Bankruptcy Estates Account and not to the Treasury.

Application by the Board of Trade against the former trustee in the bankruptcy. The trustee in the bankruptcy had retained in his hands a sum of about £300 for a period of two years before paying it into the Bankruptcy Estates Account at the Bank of England instead of paying it in within ten days, and had thereby rendered himself liable to pay interest on the amount so retained at the rate of twenty pounds per centum per annum (Bankruptcy Act, 1883, s. 74, sub-section 6). This penal interest amounted to £109, and there was due from the estate to him, on the other hand, the sum of £90. The trustee did not dispute his liability to pay the penal interest, but the Board of Trade doubted whether they could allow him to set off against it the £90 due to him from the estate. This question depended on whether the penal interest went to the credit of the bankrupt's estate or was payable to the Treasury. The practice had been to treat it as due to the Treasury, but the question had been submitted in 1904 to Mr. Montagu Muir Mackenzie, then counsel to the Board of Trade, for his opinion, and he had given two opinions to the effect that the money should be treated as due to the bankrupt's estate. The Board of Trade desired the judgment of the court upon the question, and moved for a declaration: (1) That the trustee was liable to pay £109 to the Bankruptcy Estates Account; (2) that the Board of Trade was entitled to apply the sum of £90 due from the bankrupt's estate to the trustee in part satisfaction of the £109 due from the trustee; (3) for an order that the trustee should pay over to the Board of Trade the balance of £19. Counsel for the Board of Trade read the opinions of Mr. Muir Mackenzie in support of the motion. The trustee did not appear.

BIGHAM, J., agreed with the views of Mr. Muir Mackenzie, and held that the £90 could be set off against the £109. The reason for the exaction of a penal rate of interest from a trustee who improperly retains money of the estate of a bankrupt in his hands is that it may be fairly inferred that he has been using the money to make a profit on his own account, and that any such profit is money received to the use of the estate and ought to have been paid into the Bankruptcy Estates Account under section 74, sub-section 1, of the Bankruptcy Act, 1883. The penal interest exacted is therefore money which the trustee owes to the bankrupt's estate, and is not due to the Treasury. An order was made in the terms of the notice of motion.—COUNSEL, *Hansell*. SOLICITOR, *Solicitor to the Board of Trade*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

BLACKBURN *v.* **BLACKBURN.** 11th March.

DIVORCE—COSTS—JURY DISCHARGED—SHERIFF'S FEE.

A cause set down in the jury list entitles the sheriff to his fee for summoning the jury, even though taken by the judge alone.

By consent a cause set down in the special jury list was subsequently tried as an undefended case on a day when special jurors were not in attendance, and at a time when in fact the jury summoned had been discharged. Application was made to dispense with paying sheriff's fee.

GORELL BARNES, P., said that the sheriff's fee of one guinea for summoning the jury must be paid and be part of the general costs, and that the same rule applied equally to common juries.—COUNSEL, *Bayford*; *J. H. Murphy*. SOLICITORS, *Bramall & White*, for *Page & Gulliford*, Southampton; *Lewis & Lewis*.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

LAMBART *v.* **LAMBART (KING'S PROCTOR SHEWING CAUSE).** 4th and 11th March.

DIVORCE—PRIVILEGE—KING'S PROCTOR'S INTERVENTION—SUPPRESSION OF MATERIAL FACTS—ALLEGED ADVICE OF SOLICITORS—RESCISSION OF DECREE NISI.

The plea of privilege cannot be relied upon to keep back material facts from the court in a divorce suit; nor by a client who has attacked the character of her solicitors in order to prevent them from vindicating it.

Intervention by the King's Proctor for the rescission of a decree *nisi*, pronounced on the 19th of March, 1906, on the ground that the petitioner had herself committed adultery with one F. J. Grey, between February, 1904, and February, 1905. In answer to the plea of the King's Proctor, the

petitioner's solicitors wrote on the 20th of December, 1906, stating that they were no longer acting for the petitioner. Direct intimation was then made to the petitioner in Cape Town, who replied in a long letter dated the 22nd of January, 1907, admitting the adultery as alleged. She also pleaded lack of means and qualifications for earning her own living in mitigation, and continued: "These facts I fully stated to my solicitors when I started divorce proceedings, and I have a witness who was present with me in their office when I consulted them, and suggested that I should go to court admitting adultery; they, however, insisted that I should say nothing, but a few days after they wrote me a letter asking me if I had ever committed adultery, and gave me verbal directions to write an answer denying it, which I, putting my trust in them, did; this I can also prove." A copy of this letter was sent to the solicitors, who replied on the 25th of February, 1907, entirely repudiating all the suggestions contained in the document.

BARGRAVE DEANE, J., adjourned the motion to allow the solicitors to deny the statements on affidavit.

March 11.—Application was made by the solicitors, before filing affidavit, for the court's direction as to the question of privilege.

GORELL BARNES, P., said that the petitioner could not rely upon any privilege to keep back from the court any material facts. As the character of the solicitors had been attacked by the lady, there could not be any question of privilege to prevent them from clearing it. The letter contained a distinct attack upon the character of an officer of the court, which destroyed the privilege, if any existed. The affidavit entirely answered the petitioner's suggestions, and must be filed. The decree *nisi* must be rescinded, and the petition dismissed with costs.—COUNSEL, *W. O. Willis*; *Le Bas*. SOLICITORS, *Solicitor to the Treasury*; *Williams & Broxholm*.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

Societies.

Selden Society.

ANNUAL GENERAL MEETING.

The annual general meeting of the Selden Society was held in the Council Room, Lincoln's-inn Hall, on Wednesday, Sir ALFRED WILLS taking the chair in the absence of the president, Lord Alverstone, who was detained by his duties at the Old Bailey. Among those present were the following members of the council: Mr. Henry Attlee, Mr. W. Paley Baildon, Mr. Justice Channell, Mr. C. E. H. Chadwyck Healey, K.C., C.B., Sir Frederick Pollock, Bart., Professor Vinogradoff, and Mr. T. Cyprian Williams; also Mr. Boydell Houghton, Mr. Thomas Rawle, Major Poore, Mr. Turton, and Mr. B. Fossett Lock (hon. secretary).

Sir ALFRED WILLS said the Lord Chief Justice had just sent word that he was delayed at the Old Bailey, but hoped to be present before the proceedings were over. In moving the adoption of the report, a copy of which has already appeared in our columns, he said the condition of the society appeared, so far as the finances were concerned, and also its work, to be satisfactory. There was one very melancholy element in the report—namely, that they had to deplore the loss of two most valuable contributors to the usefulness and the work of the society, Professor Maitland and Miss Bateson. With regard to Professor Maitland, it needed no words on his part to emphasise how very much the society had lost by his untimely death. Certainly he had never met—quite apart from his great literary abilities and his wonderful knowledge of the English law—he had never met with a man whom he had more earnestly desired to know more of. Professor Maitland was a man of the most fascinating personality, and to this was added his really wonderful knowledge of the antiquities of law, linked with which he had an active and accurate imagination which enabled him to bring before them as scarcely anybody else ever had been able to do the life of ancient England as illustrated by the antiquities of the law in a way in which it could be given to very few men to emulate or come near. The society, he was sure, would feel that it had sustained a very great loss indeed in his untimely death. Fortunately they had the assistance in completing the unfinished part of his work of Mr. Turner, who had been in intimate association with him during a considerable portion of his recent work. The other loss of the same kind which the society had sustained was that of the certainly very able and distinguished lady Miss Bateson, who had edited two volumes of Borough Customals, and was engaged upon the second when her life was cut short, which was also a very untimely and unexpected death. She, too, had rendered great service to the society. Her work had been accurate, and her introductions—everybody who knew them was of the same opinion—were monuments of what such work should be. He was very sorry there should be these regrettable elements in the report, but the report did, he thought, do justice, or attempt to do justice, to both of these friends whom they had lost.

Mr. THOMAS RAWLE seconded the motion.

The motion was agreed to.

Mr. Justice CHANNELL moved that Sir Robert Romer be elected president, and that the five members nominated by the council—namely, Mr. Henry Attlee, Mr. Chadwyck Healey, Sir John Gray Hill, Mr. Justice Joyce, and Sir Alfred Wills, who retired from the council by rotation, should be declared to have been duly elected.

Major POORE seconded the motion, and it was adopted.

Mr. HENRY ATTLEE moved a vote of thanks to Lord Alverstone for his services as president during the past three years. He said he was sure there was only one feeling among all the members, and that was of gratitude for the services he had rendered, and especially they had to thank him for the admirable address he had given. He should like to associate himself with what had been said in reference to Professor Maitland, whose loss was almost irreparable, not to the society only, but to all the legal world at large. He was afraid they would never look upon his like again, upon a man who had such a full knowledge of all antiquities connected with law, and upon such a bright spirit, which he managed in the most startling way to infuse into his work, so that indeed the times of which he spoke stood before them so that they could realize them and were carried back to the very period under review.

Mr. T. CYPRIAN WILLIAMS seconded the motion, and it was adopted.

Sir FREDERICK POLLOCK moved: "That the society desires to record their high appreciation of the inestimable services of the late Professor Maitland in the work of the society and its sense of the deplorable loss to historical and legal learning caused by his death, and to express their deep sympathy with his family in their bereavement." He said that for several reasons he did not think it would be at all fitting for him to deal there and at that time with Professor Maitland's work. It was well known to all of them, and the chairman had already expressed what they felt with regard to the loss the society had sustained. He had tried to set down in writing something of what he knew and thought about Professor Maitland's work, and that would in due course appear in print, and he did not care to say anything less considered at that moment.

Professor VINOGRADOFF seconded the motion. He said it had been his privilege to stand very near Professor Maitland in the early stages of his career. He remembered quite vividly how, in the year 1884, they had talked about the history of the English law and a great history being written, and since then he had started on his unusual and utterly marvellous career and in a short time had achieved more than any one else had been able to achieve among his contemporaries, and not only among his contemporaries, but among his predecessors in regard to English law, and he did not think it would be easy for any successor to rival him very soon. His merit would be realized at some future time; as we now realize clearly what Blackstone was and what Selden was, the men of the twenty-first century would know exactly what Maitland was. It was not for him to remind the society of what Maitland's work was. The society had the strongest interest in legal history and the glory of legal history, and it was very important that it should have had at its start such a man as Maitland to help it and to lead it. Therefore he thought they all felt that the loss of Maitland was not only a sad event, but it was an event in the history of the society which could hardly be commensurately appreciated.

The motion was adopted.

The HON. SECRETARY called attention to the fact that a meeting would be held at Trinity College, Cambridge, next term, to consider the question as to a memorial to Professor Maitland, and any one interested in his work would be able to attend it.

Mr. BOYDELL HOUGHTON moved a vote of thanks to the Treasurer and Benchers of Lincoln's-inn for the use of the council room.

Mr. TURTON seconded the motion, and it was agreed to.

Mr. CHADWICK HEALEY, K.C., moved a vote of thanks to Sir Alfred Wills for presiding, and for the constant interest and attention he gave to the business of the society. Not only did he give it the greatest attention during his term of office as president, but since that time he had attended every meeting of the council and every general meeting of the society.

Mr. PALEY BAILDON seconded the motion, and it was agreed to.

The CHAIRMAN, in responding, regretted that the vote of thanks had not been one to the Lord Chief Justice instead of to himself. He was sure the Lord Chief Justice would had been there if it had been possible, but the claims of the Old Bailey were paramount.

The HON. SECRETARY said that Mr. Pennington was unable to be present as he was away from town, and Mr. Munton was abroad and ill.

United Law Society.

March 19.—Mr. N. Tebbutt in the chair.—Mr. C. S. Thompson moved, and Mr. Drysdale Woodcock opposed, the following resolution: "That this society expresses its satisfaction at the result of the recent London County Council Election." The resolution was carried by 11 votes to 6.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—March 19.—Chairman, Mr. William G. Weller.—The subject for debate was: "That the case of *Swanley Coal Co.* v. *Denton* (1906, 2 K. B. 873) was wrongly decided." Mr. A. W. Findlay opened in the affirmative, Mr. J. E. C. Adams seconded in the affirmative; Mr. J. B. Melville opened in the negative, Mr. G. Gavan Duffy seconded in the negative. The following members also spoke: Messrs. Chadwick, P. M. C. Hart, Davenport, Cornock, Krauss, H. T. Thomson, Bretherton, Croom Johnson. The motion was carried by 7 votes.

In the House of Lords, on the 14th inst., in Committee on the Judicature Bill, on clause 1, which provides that any division of the Court of Appeal may with the consent of the Lord Chancellor consist of two judges sitting together, an amendment was made on the motion of the Lord Chancellor providing that this consent should only be given for special cause. The Bill passed through Committee.

Obituary.

Sir A. T. Watson, K.C.

Sir Arthur Townley Watson, K.C., died on the 15th inst., at the age of seventy-six. He was the son of Sir Thomas Watson, M.D. Sir Arthur was educated at Eton and St. John's College, Cambridge, and was called to the bar in 1856. He was created a Queen's Counsel in 1885. He had a good practice when a junior.

Legal News.

General.

It is stated that Mr. Justice Bargrave Deane will be the Easter Vacation Judge.

Mr. Justice Warrington, although much shaken and bruised by his recent accident, is stated to be going on satisfactorily.

A concert in aid of the Metropolitan Prisoners' Aid Society was given on Wednesday evening in the small Queen's Hall, and was attended by the Duchess of Albany, who was received on her arrival by the Lord Chief Justice, who is a vice-patron of the society. A guard of honour was also provided by the 14th Middlesex (Inns of Court) V.R.C., under the command of Captain C. W. Mead. Among those present were Mr. Justice Sutton, Judge Lumley Smith, K.C., Sir F. Bosanquet, K.C., Lady Collins of Kensington, Lady Charles, Lady Walton, Lady Sutton, and Mrs. Mellor.

A man named Robert Saunders, who was, says the *Daily Mail*, recently convicted at Middlesex Sessions and sentenced by Sir Ralph Littler to ten years' penal servitude, created extraordinary scenes while being removed from Dorchester to Dartmoor. At Yeovil he told the passengers in a loud voice that he had been wrongly convicted, and that he was the victim of a police trap. He vigorously denounced the judge, and said that he was suffering for a crime committed by a woman. At Yeovil Junction he repeated his protests and sang doggerel verses, the warders being unable to stop him.

The Lord Chief Justice, on taking his seat at the Central Criminal Court on Monday, said he wished to congratulate the Corporation of London on the new court they had erected. No doubt in some minor points the new building might shew itself deficient in the course of working, but, so far as one could judge from a first impression, everything seemed to be most admirably designed. He was quite sure that those who succeeded the great men who had practised in the Old Bailey during the last forty years would endeavour to maintain the high reputation always attached to the administration in that court.

Imprisonment for debt is, says a writer in the *Globe*, among the questions to which the Lord Chancellor is expected to devote his legislative activity at an early date. It is significant that all the peers who took part in the debate on the second reading of the County Courts Bill expressed the opinion that the question is ripe for treatment. The anomalous condition of the law is illustrated by a conversation which, according to Lord James of Hereford, took place between two men discharged from prison together. "What have you been imprisoned for?" one asked the other. "I have had fourteen days for stealing a duck," was the reply. "How very odd! I have had forty days for not paying for one," said the man who spoke first. It is very unlikely that Lord Loreburn will propose entire abolition of the power of imprisonment now exercised by county court judges. He is more likely to adopt the view that the power should not be exercised where the amount of the debt does not exceed £2.

The Supreme Court of Washington, in an opinion written by Judge Root and concurred in by the entire bench, held, says the *Albany Law Journal*, in the case of Rosena E. Grover against James E. Zook, formerly Mayor of Ballard, Washington, that an engagement to marry may be broken by either party where the other suffers from consumption. The chief question at issue was whether Zook had the right to break the engagement because Miss Grover suffered from tuberculosis. Miss Grover was awarded 10,000 dollars by a jury in the lower court, but the trial judge requested the woman to reduce the amount to 6,000 dollars or stand a new trial. She complied with the request and Zook appealed. Counsel for the plaintiff maintained that Zook knew of the malady when he made the contract, or at least he ratified it after he learned Miss Grover had tuberculosis, and was therefore bound to carry it out. The court ruled that the interests of the State and community with the dictates of humanity demand that no human compact can be upheld that has for its principal objects the bringing into the world of helpless, plague-cursed innocent babes, and that no damages for breach of promise will lie against a man who withdraws from an engagement for that reason.

At the Birmingham Assizes on Thursday in last week Mr. Justice Phillimore, in charging the grand jury, alluded, says the *Times*, to the resolutions recently passed at a meeting of the Birmingham Law Society. [These resolutions, which referred to the decrease of causes tried at the Birmingham Assizes, attributed such decrease to the fact that the assizes were placed at the end of the sittings, and thus were apt to run into the vacations, and also to the conduct of certain of the judges in quitting Birmingham before the end of the assizes, leaving only one judge to finish the work.] His lordship referred to the recent changes in the dates of the various assizes established by the recent Order in Council. This would have the effect of placing the Birmingham Summer and Autumn Assizes earlier in the term, and would no doubt prove more convenient to those who had business at the assizes. As the Autumn Assizes would now be held in November instead of the second week in December, no grounds would be left for the rather silly and unfounded complaints that in anticipation of the Christmas vacation cases were hurried over. In his experience of the Birmingham Assizes the work was done quite as carefully as in London. It was quite clear that judges would not remain on circuit when the work was finished, nor when nearly finished would it be necessary for two judges to remain two days in order to do the work which one judge could do in three.

At the Guildford assizes on the 13th inst., before Mr. Justice Bucknill, Joseph John Watts, a solicitor, and recently the clerk to the justices of the Chertsey Division of the County of Surrey, pleaded "Not guilty" to a charge of converting to his own use the sum of £207 entrusted to him by Mr. Tom Underwood, a builder, of Weybridge. The prisoner, says the *Times*, had been magistrates' clerk to the justices of Chertsey since 1890, having been admitted a solicitor in 1876. Mr. Underwood, having purchased a property, went to the defendant's firm to carry through the purchase and complete the final settlement of the negotiations. The balance of the purchase-money, some £210, was paid by Mr. Underwood to the prisoner on the 31st of May. The prisoner was at that time in considerable financial difficulties, and a notice of bankruptcy, dated 26th of May, had been served on him. It was proved that the actual notes given to the prisoner by Mr. Underwood were paid to his creditors in discharge of his debts. Ultimately the whole of the sum of money in question was handed to Mr. Underwood by or on behalf of the prisoner. For the defence it was contended that, although the taking and using the money was undoubtedly an act of professional misconduct, it was not one of criminal fraud, and that no actual fraud had been committed. Evidence of the high character of the prisoner was given by a number of witnesses. The prisoner was found guilty, and the learned judge said he should take into consideration the strong recommendation of the jury to mercy on account of his previous high character. He was sentenced to fifteen months' imprisonment in the second division.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Joyce.
Monday, March 25	Mr. King	Mr. Farmer	Mr. Pemberton	Mr. Borrer
Tuesday 26	Church	Beal	Carrington	Bloxam
Wednesday 27	Beal	Farmer	Pemberton	Borrer
Thursday 28	Farmer	Beal	Carrington	Bloxam

Date	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.
Monday, March 25	Mr. Goldschmidt	Mr. Church	Mr. Greswell	Mr. Leach
Tuesday 26	Theed	King	Leach	Greswell
Wednesday 27	Goldschmidt	Church	Greswell	Theed
Thursday 28	Theed	King	Leach	Goldschmidt

The Easter Vacation will commence on Friday, the 29th day of March, and terminate on Tuesday, the 2nd day of April, both days inclusive.

The Property Mart.

Result of Sale.

REVERSIONS, LIFE POLICIES, &c.

Messrs. H. E. Foster & Cranfield held their usual Fortnightly Sale (No. 831) at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £1,669:—

ABSOLUTE REVERSION to about £1,500	Sold £750
POLICY OF ASSURANCE for £1,000	,, 520
INTEREST IN POSSESSION in One-twelfth of £195 12s. per annum; also REVERSION to One-ninth of such Fund	,, 75
£360 DEBENTURE STOCK in Thurston & Co. (Limited)	,, 342

Winding-up Notices.

London Gazette.—FRIDAY, March 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. & C. CLARK & BROTHERS, LIMITED—Petn for winding up, presented March 5, directed to be heard at the Court House, Garratt la, Wandsworth, March 25, at 11.30. Anderson, Temple chmbrs, Temple av, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 23

CONTINENTAL SPARKLETS CO, LIMITED—Creditors are required, on or before April 23, to send their names and addresses, and particulars of their debts or claims, to E. H. Knowles, 65, Broad st av. Wainwright & Co, Staple inn, solors for liquidator

KENT'S FLOORING SYNDICATE, LIMITED—Petn for winding up, presented March 13, directed to be heard March 26. Danger, Seymour pl, Bryanston sq, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 25

MEATS & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to LEWIS VIZARD, 2, Clarence parade, Cheltenham. Earengey, Cheltenham, solor for liquidator

RHODESIA GOLDFIELDS, LIMITED—Petn for winding up, presented March 12, directed to be heard March 26. Ashurst & Co, Throgmorton av, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 25

SECURITIES INSURANCE CO, LIMITED—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to Andrew Dodds Fairbairn, 64, Cannon st. Francis & Johnson, 61 Winchester st, solors for liquidator

SPOTTISWOODE ADVERTISING AGENCY, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to John Spottiswoode, 72, Alexandra rd, Wimbledon, liquidator

London Gazette—TUESDAY, March 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ATLAS PUBLISHING CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Henry William Beavis, Moorgate Station chmbrs, liquidator

BRITISH MOTOR BUS TRUST, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Cæsar Schlesinger and John Reginald Jewsbury Neild, 6, Old Jewry, liquidator

CHARLES BLACKBURN & SONS, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William James Glass, 5, Cook st, Liverpool. Nield, Liverpool, solor for liquidators

CINDERFORD RECREATION GROUND CO, LIMITED — Creditors are required, on or before April 23, to send their names and addresses, and particulars of their debts or claims, to John Samuel Bradstock, Cinderford, Glos, solor, liquidator

HARKNESS & MCINTOSH, LIMITED—Creditors are required, on or before April 30, to send their names and addresses to John McIntosh, 12, Gt St Helens, liquidator

HATTON'S TANNERY, LIMITED— Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to Thomas Wheeler Meats, 39, Broad st, Hereford. Griffiths, Hay, solor for liquidator

MOLASSINE CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Frederick Livingstone and William Albert Owston, 36, Mark ln. Redfern & Hunt, Abchurch ln, solors for liquidators

Creditors' Notices.

Under Estates in Chancery

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 8.

BINGHAM, JAMES, Tibshelf, Derby, Mason April 13 Bingham v Bingham, Kekewich, J Alcock, Mansfield, Notts

London Gazette.—FRIDAY, March 15.

BRIERLEY, ELLEN, Birkdale, Lancaster April 15 Ralph Leeming and George Dewhurst v Home for Epileptics, Maghull, Registrar, Liverpool Smith, Southport

EDWARDS, SAMUEL, Swansea, Hotel Keeper April 15 Edwards v Latham, Swinfen Eady, J Woods, Chancery ln

HALSALL, ANN, Roxborough March 29 Wheeler v Blackburn, Registrar, Preston Hampson, Preston

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 26.

ADKINS, EDWARD JAMES, Hastings, Surgeon April 10 Davenport & Co, Hastings

BENBOW, MARGARET, Rochester sq, Camden Town March 1 Crook, Bird in Hand ct, Cheapside

BROWN, JOSEPH, Cardiff, Builder March 30 Williams & Gladstone, Cardiff

CARTER, GEORGE, Tunbridge Wells March 30 Tozer & Dell, Teignmouth, Devon

CLARKE, CLARISSA ADELINE CECILIA, Crawley, Sussex March 28 Cobbing, Bow st

CODDINGTON, ELIZABETH, Dunsop Bridge, Yorks March 19 Edelston & Son, Preston

COKE, Col the Hon WENMAN CLARENCE WALPOLE, Wimpole st April 6 Wright & Co, Lincoin's inn fields

CONNELL, MARY, Slough March 25 Holloway & Co, Lincoln's inn fields

COOK, ELLEN, Ardwick, Manchester March 26 Pegge, Manchester

COX, ELIZA, Nottingham March 25 Carter, Nottingham

FAWCETT, JOHN MORTIMER, Headingley, Leeds, Architect March 22 Lupton & Fawcett, Leeds

FINNEY, ALICE MAUD, Folkestone March 21 Dangerfield & Blyth, Craven st, Charing Cross

GOLE, ELINOR, Maidenhead April 2 Wood, High Wycombe

HAWARD, ELIZABETH, Leamington April 1 Tanner, Leadenhall st

HELDER, Sir AUGUSTUS, Whitehaven, Cumberland March 30 Brockbank & Co, Whitehaven

HOLT, GEORGE, Donington, Lincs, Ironmonger April 6 Smith & Co, Donington, Lincs

JACKSON, HANNAH, Halifax, Yorks April 9 Farrar, Halifax

JONES, WILLIAM MORGAN, Newport, Mon, Commission Agent March 19 Morgan & Co, Newport, Mon

KEYTE, REBECCA, Sparkhill, nr Birmingham March 30 Powell & Browett, Birmingham

LENTHALL, MARY ANN, Sheffield March 31 Alderson & Co, Sheffield

LLOYD, JOHN, Milford Haven, Pembroke March 31 Eaton & Co, Haverfordwest

MAIR, ALICE EMILY ATHOLL, Bexhill April 1 Young & Co, Hastings

MARCHANT, GEORGE MAULE, Huddersfield, Brass Founder March 11 Laycock & Co, Huddersfield

MORRIS, FRANCIS BURDETT, Weybridge, Retired Solicitor March 30 Ashurst & Co, Throgmorton av

MORTIMER, THOMAS, Manchester, Chartered Accountant March 23 Marson, Manchester

MURRAY, DAVID, Finsbury st, Merchant March 20 Biddle & Co, Aldermanbury

NAIRN, BETSEY WRIGHT, Hawkes Bay, New Zealand April 5 Waltons & Co, Leadenhall st

NELL, MARY ANN, Sheffield March 25 Smith & Co, Sheffield

NORRISH, JOHN CHAFFE, Christow, Devon, Yeoman March 18 Hartley & Thomas, Exeter

OLLIVANT, SARAH, Bowdon, Chester March 25 Tweedale & Co, Oldham

ORMEROD, JOHN, Blackpool March 25 Brown & Son, Bristol

PENDLETON, WILLIAM, Tunstall, Staffs, Licensed Victualler March 22 Hollingshead, Tunstall

PINDER, MARIA, Church ln, Hornsey April 8 Withers & Co, Arundel st

PROTHEROE, THOMAS, St John's Wood, Artist March 30 Needham & Co, Bloomsbury sq

QUICKE, FRANCES CAROLINE EMILIA, Weston super Mare March 16 M & H Turner Piccadilly

ROBERTSON, WATSON ASKEW, Pallinsburn, Northumberland March 27 Sanderson & Weatherhead, Berwick upon Tweed

SHAKESHAFT, MATTHEW, Lymm, Chester, Farmer March 25 Jeans & Son, Warrington

SMITH, WILLIAM, Grove Court, Boughton under the Blean, Kent, Farmer April 19 Tassell & Son, Faversham

SPENCER, EDMUND, Bolsover, Derby, Innkeeper March 30 Jones & Middleton, Chesterfield

STANIFORTH, GEORGE, Eckington, Derby, Farmer March 23 Hall, Eckington, nr Sheffield

STOCKBRIDGE, FRANCIS, Hoddesdon, Herts April 20 Sworder & Longmore, Hertford

SWIFT, JOHN, Thurgoland, nr Sheffield, Mineral Surveyor April 1 Dransfield & Hodgkinson, Penistone

TOOGOOD, GEORGE, Feniton, Devon March 25 J & S P Pope, Exeter

VART, JACOB, Darlington March 16 Yeoman & Waldy, Darlington

WALLACE, LEWIS ALEXANDER, Hyde Park gdns March 30 Budd & Co, Austin Friars

WHITFIELD, JOHN, Leeds, Boot Merchant March 30 Wade & Kitson, Leeds

WILLSDON, EDWIN, Batley, Huddersfield, Painter April 4 Ward, Huddersfield

WOLLASTON, FRANCIS TULLIE, Worthing April 2 Ramsden & Co, Leadenhall st

WRIGHT, HANNAH, Sheffield March 25 Smith & Co, Sheffield

London Gazette.—FRIDAY, March 1.

ACRAMAN, JULIA, Sidmouth, Devon April 2 Cresswell & Co, Quality ct

AUNGIER, FLORENCE ROBERTSON, Wavertree, Liverpool March 30 Tyrer & Co, Liverpool

AUNGIER, MARK, MB, Wavertree, Liverpool March 30 Tyrer & Co, Liverpool

BASTOW, MARY, Stanhope gdns, Queen's gate March 25 Hawks & Co, Borough High st, Southwark

BATHURST, SARAH, St Leonard's on Sea, Sussex April 13 Norris & Spicer, St Leonard's on Sea

BATHURST, ANN, St Leonard's on Sea, Sussex April 13 Norris & Spicer, St Leonard's on Sea

BAZLEY, RICHARDS WILCOCKS, Kentisbeare, Devon, Farmer April 8 Hellier, Honiton, Devon

BINGHAM, WILLIAM PHILIP STRONG, Kenton, Devon April 16 Baker & Co, Newton Abbot, Devon

BIRCH, CHARLOTTE, Wilmslow, Chester March 31 Slater & Co, Manchester

BOOTH, ELIZABETH MARGARET, Old Steine, Brighton March 20 Clark & Cane, Brighton

BRIDSON, HAROLD ROBERT, Cheltenham March 27 Tyrer & Co, Liverpool

BROOKS, JOHN, Birmingham April 3 Johnson & Co, Birmingham

CHEETHAM, MARTHA, Llandudno April 1 Ward & Co, Gracechurch st

CLAPHAM, SARAH, Withington, Lancs March 31 Lee & Co, Manchester

CLAYTON, EMMA, Levenshulme, nr Manchester March 29 Lawson & Co, Manchester

CROOKENDEN, SALISBURY DAVENPORT, Ferndown, Wimborne, Dorset April 15 Francis & Crookenden, New sq, Lincoln's inn

CROSSLEY, MARY ANN, Droylsden, Lancs March 12 Hurst, Ashton under Lyne

DEAS, CAIRNS, St Leonard's on Sea, Sussex April 8 Carless, St Leonard's on Sea

DOUGHTON, URANIA, Aberystwyth April 6 Davies, Aberystwyth

EAST, ANNA, Dover April 5 Mowll & Mowll, Dover

ELST, FRANCOIS JEAN VANDER, Paris April 12 Stevens & Drayton, Queen Victoria st

EVERY, WILLIAM, Honiton, Devon, Solicitor April 15 Every & Phillips, Honiton

FARRANTS, LOUISA PAVELEY, High st, Putney April 8 Laytons, Budge row, Cannon st

FLOATE, JOHN DAVIS, Chilton st, Rotherhithe April 1 Floate, High st, Lewisham

FOX, LOUISA MELINDA, Bampton, Oxford April 14 Hazel & Baines, Oxford

FRASER, ROBERT, Brighton, JP April 12 Fox & Co, Victoria st, Westminster

GABRIEL, JUDITH MARIA, Calne, Wilts March 25 Keary & Co, Chippenham, Wilts

GOOD, CHARLES, Totterdown, Bristol March 16 Barnard, Bristol

HENDERSON, GEORGE, Brasted, Kent, Merchant April 15 Murray & Co, Birchin ln

HETHERINGTON, JOSEPH, Waterloo, Lancs, Wine Merchant April 30 Harrison & Burton, Liverpool

HOARE, MARY ANN, Alexandra rd, South Hampstead April 14 Willson & Norman, Arundel st

HURST, JOHN EDWARD, Beccles April 12 Sladen & Wing, Delahay st, Westminster

JACKSON, SAMUEL, Batley, Yorks, Farmer April 3 Deane & Son, Batley

JOHNS, ECSALINE, Llangenny, Brecon April 1 Jacob, Abergavenny

LEE, ELIZABETH, Maida Vale April 1 Russell-Cooke & Co, Old sq, Lincoln's inn

LEE, SARAH ANN, Shipley, Yorks April 20 Wright & Co, Shipley

LOADER, ELIZABETH, Plush, Dorset March 21 Brennand, Sturminster Newton, Dorset

MCPHAIL, JOHN PETRIE, Henliane, Denbigh, Merchant March 30 Tyrer & Co, Liverpool

MENNEMITT, ANN MARIA MOON, Millbrook, Cornwall April 2 Pearce, Devonport

MILLER, ELIZA JANE, Totteridge, Herts April 30 Bullock & Co, Manchester

MILLER, ROBERT, Totteridge, Herts April 30 Bullock & Co, Manchester

MOORE, WILLIAM, Edgerton, Huddersfield April 20 Brook & Co, Huddersfield

MORLEY, HENRIETTA MARGARET, Carmalt gdns, Putney March 30 Hopgoods & Dowson, Spring gdns

NEWBERY, GEORGE, Exeter March 25 J & S P Pope, Exeter

NEWTON, ROBERT CLARK, Richmond April 10 Gibson, Newcastle on Tyne

ONSLOW, HERBERT ARTHUR WALTON, Cheltenham April 13 Field & Co, Lincoln's inn fields

PARKES, THOMAS, Farnworth, nr Bolton April 1 Monks & Co, Bolton

PARTRIDGE, THOMAS, Stroud, Glos March 15 Davis, Stroud, Glos

RAYNER, ELIZABETH, Monton Green, nr Eccles, Lancs April 10 McDonald, Manchester

REIG, JUAN MERLE, Denia, Spain, Merchant April 9 Beck, East India av

SHARPE, CHARLOTTE GOULDIN, Outwell Isle, Cambs March 28 Fraser & Fraser, Wisbech

SHEARMAN, ELIZA, Wainfleet All Saints, Lincs March 16 Thimbleby & Son, Spilsby

SMITH, JESSIE, Colville rd, Bayswater April 16 Vanderpump & Eve, Clifford's inn, Fleet st

TAYLOR, EDMUND, Oxton, Chester April 12 Hill & Co, Liverpool

TERRY, WILLIAM, Reading April 5 Hughes, Arundel st, Strand

TIMMIS, ILLIUS AUGUSTUS, Oxted, Surrey, Electrical Engineer April 20 Lovell & Co, Gray's inn sq

TOWNSEND, JOHN, Halifax, Company Secretary April 1 Bailey, Halifax

VENABLES, HARRIET, Finefield, Slough, Bucks April 1 Cooke & Co, Wokingham, Berks

WALKER, EDWARD, Bushey, Herts March 30 Smith, Horsham, Sussex

WEATHERDON, ELIZABETH, Milkwood rd, Brixton March 27 Kirk, Eldon st

WILKS, MARGARET, Beaumont st, St Marylebone April 15 Master & Co, Stone bldgs, Lincoln's inn

WILLIAMS, JOHN, Old Waenavon, nr Blaenavon, Mon March 25 Hodgens & Cunliffe Abergavenny

London Gazette.—TUESDAY, March 5.

ANGOVE, ELIZABETH, Havelock rd, West Kensington Park April 1 Angove & Co, Gt Winchester st

ANGOVE, WILLIAM COLLIER, Montpelier sq April 1 Angove & Co, Gt Winchester st

ANSTEE, WILLIAM, Toddington, Beds, Yeoman May 1 Benning & Son, Dunstable

AUSTIN, EDWIN, JP, Dysart st, Finsbury, Patent Lane Manufacturer March 31 Watson, Finsbury circus

BANKES, JOSEPH SAMUEL, Albacore cres, Lewisham, Mercantile Clerk April 5 Loxley & Co, Cheapside

BARDSLEY, ELIZA, Stalybridge March 30 Buckley & Co, Stalybridge

BATEMAN, THOMAS, Tottenham Court rd, Grocer March 28 Eagleton & Sons, Chancery ln

BAYNES, Lt Gen GEORGE EDWARD, Haywards Heath April 15 Ramsden & Co, Leadenhall st

BAXTER, FRANCES ELIZABETH, Wavertree, Liverpool April 15 Style & Co, Liverpool

BAXTER, SARAH ANN, Wavertree, Liverpool April 15 Style & Co, Liverpool

BIRCH, KENYON, Witham, Kingston upon Hull, Draper April 2 Stuart, Hull

BLACK, MARY ANNE, Boscombe, Bournemouth May 1 French, Bournemouth

BOOTH, SAMUEL, Farnworth, nr Bolton April 1 Monks & Co, Bolton

BRINDLE, GEORGE, Darwen, Lancs, Paper Manufacturer March 30 Hindle & Son, Darwen

BROWNE, HENRY DOUGHTY, Hyde pk ter April 6 Wells & Hind, Nottingham

BROADHURST, ELIZABETH, Longton, Staffs March 30 Holtom, Stoke upon Trent

BURKE, Rev LUKE, Alperton April 6 Dixon & Co, Manchester

CANNINGS, ELIZA, Hastings April 1 Chalinder & Heriogton, Hastings

CARROLL, LUCY ANNE, Sevenoaks April 5 Clarke & Wyatt, Clement's inn, Strand

CRESSE, FRANKLIN WALTER, Faringdon, Berks March 31 Fanny Martin Cresse, Faringdon, Berks

CROOKENDEN, ISAAC ADOLPHUS, Blackheath April 10 Francis & Crookenden, New sq, Lincoln's inn

CURRIE, ARTHUR DRUMMOND, Martley, Worcester April 12 Hooper & Clarke, Worcester

CURRIE, ARTHUR HENRY AUGUSTUS, Martley, Worcester April 12 Hooper & Clarke, Worcester

CUNDEY, ELIZA, Cobham, Surrey April 16 Baileys & Co, Berners st

DAVISON, JAMES BOSWICK, Dilton Hill, Surbiton April 16 Wootton & Son, Finsbury circus

DODD, JOHN WILLIAM, Croydon April 18 Grundy & Co, Queen Victoria st

DOUTHAT, EMMA SELINA, Hounslow April 15 G W V Fisk, Bell rd, Hounslow

EDWARDS, MARY ANN, Cardiff March 20 Jones & Son, Cardiff

FAIRBANK, HARRIET ANN, Gayhurst rd, Dalston April 1 Crocker, Finsbury pavement

FERGUSON, JOHN, Chester le Street, Durham, Miner April 9 Gibson, Newcastle on Tyne

FORSTER, SARAH, North Shields April 16 R & R F Kidd, North Shields

HARRISON, MARIA, Radford, Nottingham April 13 Cox, Nottingham

HATLEY, LOFTUS, Greenwich March 30 Sewell, Greenwich

HAYWARD, FANNY, Cheltenham March 31 Steel, Cheltenham
HELY, JAMES SWIFT, Ramsey, I of M, Master Mariner March 31 Batesons & Co, Liverpool
HIGGINS, GEORGE, Bradford Abbas, Dorset, Farmer April 13 Marsh & Warry, Yeovil, Somerset
HOLLINS, SARAH, Newcastle, Staffs March 25 Graham, Longton, Staffs
HORTON, THOMAS, Birchfield, Handsworth, Manufacturing Jeweller April 2 Rooke, Birmingham
HUNT, AMELIA, St Leonards on Sea April 2 Merriman & Co, King's Bench walk, Temple
HUNTINGTON, Sir CHARLES PHILIP, Chelsea embankment March 30 Hindle & Son, Darwen
KILLICK, Rev JOHN HENRY, Little Compton, Warwick April 14 Heaton & Son, Burslem
KIRK, KATE, Gloucester rd, South Kensington March 31 Grant & Co, Strand
LEAPMAN, LEON, Regent st March 30 Hooper-Watts, Philpot ln, Fenchurch st
LINDSAY, EMILY BROWN, Tampa, Hillsborough, U S A March 15 Cave & Co, Eastcheap
MCFARLAND, ELIZABETH, Southport April 28 Hart-Dyke, Duchy of Lancaster Office
MORGAN, GEORGE ALFRED, Windsorton, nr Kimberley, Cape Colony, South Africa April 6 Colborne & Co, Newport, Mon
MORRITT, ANNIE ELIZABETH, Scarborough May 2 Cook & Fowler, Scarborough
MUNDELL, MATILDA, West Derby, Liverpool April 15 Bannister & Co, John st, Bedford row
OSBORNE, ANN, Tunbridge Wells April 10 H W Finzi, Leamington rd villas
PARKER, WILLIAM ENSLEY, Manchester, Secretary April 5 Farrington, Manchester
REED, Sir EDWARD JAMES, KC, Ascot April 15 Druitt & Druitt, Christchurch, Hants
RHODES, MARY, Harrogate April 30 Vint & Co, Bradford
VINTON, ANN, Walthamstow March 28 Strout's, Monument Station bldgs
WALKER, ELIZABETH MARY, Wolverhampton April 12 Gasquet & Co, Mincing la
WAY, ANN, Newport, I of W April 17 Eldridge & Sons, Newport, I of W
WAY, HENRY, Newport, I of W April 17 Eldridge & Sons, Newport, I of W
WEBB, ELIZABETH, Cheadle, Chester April 15 Fowden & Co, Manchester
WESTALL, SELINA EMMA, Boscombe, Bournemouth April 15 Surr & Co, Abchurch ln
WRIGHT, LUCY GILBERT, Norwich April 1 Sadd & Bacon, Norwich
YOUNG, ROBERT, Newham on Tweed, Northumberland March 30 Sanderson & Westherhead, Berwick upon Tweed

Bankruptcy Notices.

London Gazette.—TUESDAY, March 12.

RECEIVING ORDERS.

AUGER, JOHN, jun, Wisbech St Peter, Cambridge, Market Gardener King's Lynn Pet March 7 Ord March 7
AUSTIN, WILLIAM JOHN, Penarth, Glam Cardiff Pet March 9 Ord March 9
BEBBINGTON, HARRY, Nantwich, Butcher Crewe Pet March 8 Ord March 8
BISHOP, WILLIAM, Sheffield, Electro plate Manufacturer Sheffield Pet March 8 Ord March 8
BROOK, JOSEPH, Leeds, Licensed Victualler Leeds Pet Feb 20 Ord March 7
BROWN, HERBERT HENRY, Sizewell, Suffolk, Licensed Victualler Ipswich Pet March 9 Ord March 9
COMER, ARTHUR, Cardiff, Fruit Merchant Cardiff Pet Feb 26 Ord March 8
DOGGETT, JOHN HOWARD, Pitshanger rd, Ealing, Wine Merchant's Manager Brentford Pet March 8 Ord March 8
DOUGHTY, DONALD WALLACE, Effra rd, Brixton, Boarding House Keeper High Court Pet March 9 Ord March 9
FAULKNER, LOUIS, Birmingham Birmingham Pet March 7 Ord March 7
FROGGATT, PHILIP, Aston, Warwick, Grocer Birmingham Pet March 8 Ord March 8
FULTON, WILLIAM, Stockport, Decorator Stockport Pet March 8 Ord March 8
GRANGE, JOHN, Loughborough, Tobacconist Leicester Pet March 8 Ord March 8
GRANGER, CHARLES WILLIAM, Loxbeare, nr Tiverton, Devon, Licensed Victualler Exeter Pet March 7 Ord March 7
GRAY, JAMES HUNTER, Woodville, Derby, Draper Burton on Trent Pet Feb 12 Ord March 6
GRIME, WALTER, Bolton, Builder Bolton Pet Feb 5 Ord March 6
HOPKINSON, FRED, Birstall, Yorks, Grocer Dewsbury Pet March 8 Ord March 8
HUDSON, WILLIAM, Elliottstown, New Tredegar, Mon, Grocer Tredegar Pet Feb 22 Ord March 9
KENYON, SAMUEL HARPER, Carlisle, Tailor Carlisle Pet March 7 Ord March 7
LEECH, HARRY, Shaw, Lancs, Machinist Oldham Pet Feb 22 Ord March 6
MACKIE, ANGUS M, Rodenhurst rd, Clapham Wandsworth Pet Feb 8 Ord March 7
MURPHY, MARGARET, Alwinton, nr Rothbury, Northumberland, Innkeeper Newcastle on Tyne Pet March 7 Ord March
PAGNAM, FREDERICK GEORGE, Blackpool Preston Pet Feb 23 Ord March 8
PARKES, TOM BURCHALL, Altrincham, Draper Manchester Pet March 9 Ord March 9
PEARSON, ROBERT, Stanningley, Leeds, Carting Agent Leeds Pet March 7 Ord March 7
PLOWMAN, MARGARET FLORENCE, Newcastle on Tyne Newcastle on Tyne Pet March 7 Ord March 7
PROCTER, RICHARD, Darwen, Lancs, Butcher Blackburn Pet March 9 Ord March 9
RODDY, GEORGE EDWARD, Pontypridd, Glam, Tramway Inspector Pontypridd Pet March 8 Ord March
SCRIMSHAW, JOHN, Gedney, Lincoln, Farmer King's Lynn Pet Feb 11 Ord March 8
SHAW, ALBERT EDWARD, Heckmondwike, Yorks, Boot Dealer Dewsbury Pet March 7 Ord March 7
SIMPKIN, JOSEPH WILLIAM, Linton, Derby, Bricklayer Burton on Trent Pet March 9 Ord March 9
SLEIGHT, JOHN VINCENT, Gt Grimsby, Builder Gt Grimsby Pet Feb 15 Ord March 7
SMITH, JOHN BOURNE, Venetia rd, Cutcombe rd, Coldharbour ln High Court Pet Nov 30 Ord March 7
STANBURY, JOHN FRIEND, Fitzroy rd, Regent's pk, Boarding house Proprietor High Court Pet March 9 Ord March 9
THOMAS, JAMES EVA, Butterleigh, nr Cullompton, Devon, Farmer Exeter Pet March 7 Ord March 7
THOMAS, JOHN, Bargoed, Glam, Grocer Merthyr Tydfil Pet March 7 Ord March 7
WALKER, ALBERT, Kinver, Staffs, Grocer Stourbridge Pet March 5 Ord March 5
WARD, ELIAS WILLIAM, Castleacre, Norfolk, Grocer King's Lynn Pet March 7 Ord March 7
WEST, JAMES, Mountain Ash, Glam, Fishmonger Aberdare Pet March 7 Ord March 7
WHITE, WILLIAM, Stratford, Corn Merchant High Court Pet March 7 Ord March 8

FIRST MEETINGS.

ANSTIE, PHILIP, Pontycymmer, Glam, Baker March 21 at 11 Off Rec, 117, St Mary st, Cardiff
ATKINSON, BENJAMIN VAUX, Sheffield, Provision Merchant March 21 at 12 Off Rec, Figtree ln, Sheffield
BAILEY, FRANK EDWARD, Maidstone, Oilman March 27 at 11 9, King st, Maidstone
BANCROFT, ANNIE, Manchester, Fancy Dealer March 20 at 3 Off Rec, Byrom st, Manchester
BARNETT, GEORGE HENRY, Stonehouse, Glos, Tailor March 23 at 12 Off Rec, Station rd, Gloucester
BEAVIS, ROBERT GEORGE, Swindon, Cab Proprietor March 20 at 10 Off Rec, 38, Regent circus, Swindon
BRICKHILL, JOHN JAMES, and FREDERICK WILLIAM BRICKHILL, Manchester, Merchants March 20 at 11 Off Rec, Byrom st, Manchester
BROOK, JOSEPH, Hunslet, Leeds, Licensed Victualler March 21 at 11 Off Rec, 22, Park row, Leeds
BROWNING, H S, Prince of Wales mans, Battersea Park' Army Captain March 22 at 12.30 132, York rd, Westminster Bridge
COCKERILL, THOMAS, Ravensthope, Northampton, Agricultural Labourer March 20 at 2.30 Off Rec, Bridge st, Northampton
DALY, JOHN, Bryn Derwen, Penmaenmawr, Carnarvon, Dealer in Beer March 20 at 12 Crypt chmbrs, Eastgate row, Chester
EDWARDS, MARY LOUISA, Sheffield March 21 at 12.30 Off Rec, Figtree ln, Sheffield
EDWARDS, THOMAS, Whitchurch, Hants, Butcher March 21 at 12 Off Rec, City chmbrs, Catherine st, Salisbury
ERBACH, WILLIAM, Cambridge parade, Twickenham, Baker March 22 at 12 14, Bedford row
GRANGER, CHARLES WILLIAM, Loxbeare, nr Tiverton, Devon, Licensed Victualler March 28 at 10.30 Off Rec, 9, Bedford circus, Exeter
GRAY, JAMES HUNTER, Woodville, Derby, Draper March 20 at 3.30 Off Rec, 47, Full st, Derby
GREGORY, WALTER GILBERT, Easton, Bristol, Grocer March 20 at 11.30 Off Rec, 26, Baldwin st, Bristol
HARRISON, GEORGE ARTHUR, Llandudno, Coachbuilder March 20 at 12.30 Crypt chmbrs, Eastgate row, Chester
HART, THOMAS, Hartlepool, Innkeeper March 20 at 3 Off Rec, 3, Manor pl, Sunderland
HAYWARD, WALTER JOHN, Gravesend, Coffee House Keeper March 25 at 11.30 115, High st, Rochester
HIBBARD, EDMUND THOMAS, Christian Malford, Wilts March 20 at 12 Off Rec, 26, Baldwin st, Bristol
HIRST, MARTIN, Mysore rd, Clapham Common March 22 at 11.30 132, York rd, Westminster Bridge
HOPKINSON, FRED, Birstall, Yorks, Grocer March 20 at 11 Off Rec, Bank chmbrs, Corporation st, Dewbury
JACKSON, JAMES HERBERT, Epsom, Surrey, Civil Servant March 22 at 11.30 132, York rd, Westminster Bridge
JENKINS, HERBERT, Abraman, Aberdare, Glam, Licensed Victualler March 22 at 10.15 Post Office chmbrs, Pontypridd
JOHN, MARY, Brynceastell, Coity, nr Bridgend, Grocer March 21 at 12 Off Rec, 117, St Mary st, Cardiff
KING, BERNARD, Badland, Bristol, Master Mariner March 20 at 12.30 Off Rec, 26, Baldwin st, Bristol
KNIGHT, THOMAS, Ilfracombe, Hotel Proprietor March 21 at 3 94, High st, Barnstaple
LAMBE, FREDERICK WILLIAM, Coulsdon, Surrey March 20 at 11.30 132, York rd, Westminster Bridge
MARSDEN, CHARLES GEORGE, Hatfield Peverel, Essex March 21 at 12.30 14, Bedford row
MITCHELL, WALTER CHARLES, Horfield, Bristol, Grocer March 20 at 12.15 Off Rec, 26, Baldwin st, Bristol
MURPHY, MARGARET, Alwinton, nr Rothbury, Northumberland, Innkeeper March 30 at 11.15 Off Rec, 30, Mosley st, Newcastle on Tyne
NEIGHBOUR, W & H, Clacton on Sea, Builders March 20 at 10.45 Gt Eastern Hotel, Liverpool st
NEWBURGER, L, Brondesbury rd, Kilburn, Whisky Distiller March 20 at 12 Bankruptcy bldgs, Carey st
PATERSON, JAMES, Stockwell rd, Stockwell, Rifle Range Proprietor March 20 at 11 Bankruptcy bldgs, Carey st
PEARSON, ROBERT, Stanningley, Leeds, Carting Agent March 20 at 11.30 Off Rec, 22, Park row, Leeds
PERCIVAL, JOHN, and ALDE BROWN, Kettering, Northampton, Stiffener Manufacturers March 20 at 3 Off Rec, Bridge st, Northampton
PETERS, HOWARD, Swansea, Grocer March 21 at 12.30 Off Rec, 31, Alexandra rd, Swansea
PLOWMAN, MARGARET FLORENCE, Newcastle on Tyne March 20 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
READ, EDWARD MARTIN, Beccles, Coach Smith March 23 at 12 Off Rec, 8, King st, Norwich
READY, WILLIAM PATCH, Gt Grimsby, Shoemaker March 20 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
RICHES, STEPHEN EASTO, Lowestoft, Fish Buyer March 23 at 12.30 Off Rec, 8, King st, Norwich
ROBERTS, ARTHUR BERROW, St Dogmaels, Pembroke, Grocer March 20 at 11 Off Rec, 4, Queen st, Carmarthen
RODDY, GEORGE EDWARD, Pontypridd, Glam, Tramway Inspector March 22 at 3.30 Post Office chmbrs, Pontypridd
ROTHFIELD, HANNAH REBECCA, Wolverhampton, Clothier March 21 at 11.30 Off Rec, Wolverhampton
SEATON, ARTHUR WILLIAM, Swindon, Musical Instrument Dealer March 20 at 11 Off Rec, 38, Regent circus, Swindon
SHERWOOD, WILLIAM HENRY, Huddersfield, Paper Hanging Merchant March 21 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
SMITH, JOHN BOURNE, Venetia rd, Cutcombe rd, Coldharbour ln March 20 at 12 Bankruptcy bldgs, Carey st
THOMAS, JAMES EVA, Butterleigh, nr Cullompton, Devon, Farmer March 28 at 10.30 Off Rec, 9, Bedford circus, Exeter
THOMAS, JOHN, Bargoed, Glam, Grocer March 22 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
THOMPSON, JOSEPH, Wallsend upon Tyne, Builder March 20 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
WALTERS, WILLIAM RICHARD, Cymmer, Glam, Grocer March 21 at 12 Off Rec, 31, Alexandra rd, Swansea
WEST, JAMES, Mountain Ash, Glam, Fishmonger March 22 at 3.15 Post Office chmbrs, Pontypridd

EQUITABLE LIFE ASSURANCE SOCIETY.

Founded 1762.

THE OLDEST MUTUAL LIFE OFFICE IN THE WORLD.

The Society ***PAYS NO COMMISSION*** to Agents, but gives the Members the direct benefit of the large sums thus saved.

Note the following remarkable figures from the List of Claims in 1906.

Date of Policy.	Sum Assured.	Premiums Paid by the Assured.	Amount Paid by the Society.
1841	£1,000	£1,376	£3,958
1848	2,000	2,726	7,350
1864	1,000	1,030	2,615
1873	7,000	8,995	13,947

Such results are possible only in a Mutual Society, which pays no commission, and in which all the Profits belong to the Members.

FUNDS EXCEED 4½ MILLIONS.

For full prospectus and other information apply to

MANSION HOUSE STREET, LONDON, E.C.

WHITE, WILLIAM, High st, Stratford, Corn Merchant March 21 at 12 Bankruptcy bldgs, Carey st
WILLIAMS, DAVID, Maesteg, Glam, Collier March 20 at 3 Off Rec, 117, St Mary st, Cardiff
WRATHALL, HARRY, Cheltenham, Professional Cricketer March 21 at 11.15 County Court bldgs, Cheltenham

ADJUDICATIONS.

AUGER, JOHN, jun, Wisbech St Peter, Cambridge, Market Gardener King's Lynn Pet March 7 Ord March 7
BEBBINGTON, HARRY, Nantwich, Butcher Crewe Pet March 8 Ord March 8
BISHOP, WILLIAM, Sheffield, Electro Plate Manufacturer Sheffield Pet March 8 Ord March 8
BROWN, HERBERT HENRY, Sizewell, Suffolk, Licensed Victualler Ipswich Pet March 9 Ord March 9
COLLIS, GEORGE WILLIAM, Crowndstone rd, Brixton, Stockbroker High Court Pet Jan 15 Ord March 7
DALY, JOHN, Bryn Derwen, Penmaenmawr, Carnarvon, Beer Dealer Bangor Pet Feb 27 Ord March 8
DOWNEY, WILLIAM, Shaftesbury av, Boot Dealer High Court Pet Jan 22 Ord March 8
FULTON, WILLIAM, Stockport, Decorator Stockport Pet March 8 Ord March 8
GRANGE, JOHN, Loughborough, Tobacconist Leicester Pet March 8 Ord March 8
GRANGER, CHARLES WILLIAM, Loxbeare, nr Tiverton, Devon, Licensed Victualler Exeter Pet March 7 Ord March 7
GRAY, JAMES HUNTER, Woodville, Derby, Draper Burton on Trent Pet Feb 12 Ord March 7
HOPKINSON, FRED, Birstall, Yorks, Grocer Dewsbury Pet March 8 Ord March 8
JOHNSON, FREDERICK, Manchester, Jeweller Manchester Pet Jan 29 Ord March 7
KENYON, SAMUEL HARPER, Carlisle, Tailor Carlisle Pet March 7 Ord March 7
MARSDEN, CHARLES GEORGE, Hatfield Peverel, Essex Chelmsford Pet Feb 4 Ord March 8
MURPHY, MARGARET, Alwinton, nr Rothbury, Northumberland, Innkeeper Newcastle on Tyne Pet March 7 Ord March 7
PARKES, TOM BURCHALL, Altrincham, Chester, Draper Manchester Pet March 9 Ord March 9
PEARSON, ROBERT, Stanningley, Leeds, Carting Agent Leeds Pet March 7 Ord March 7
PLOWMAN, MARGARET FLORENCE, Newcastle upon Tyne Newcastle on Tyne Pet March 7 Ord March 7
PROCTOR, RICHARD, Darwen, Lancs, Butcher Blackburn Pet March 9 Ord March 9
ROBINSON, FREDERICK JOSEPH, Sneinton, Notts, Plumber Nottingham Pet Feb 19 Ord March 6
RODDY, GEORGE EDWARD, Pontypridd, Tramway Inspector Pontypridd Pet March 8 Ord March 8
ROGERS, GEORGE HUXLEY, and FREDERICK ROGERS, Malpas, Cheshire, Motor Agents Crewe Pet Feb 9 Ord March 8
SILVERMAN, JACOB, High rd, Kilburn High Court Pet Feb 4 Ord March 9
SIMPKIN, JOSEPH WILLIAM, Linton, Derby, Bricklayer Burton on Trent Pet March 9 Ord March 9
STANBURY, JOHN FRIEND, Fitzroy rd, Regent's pk, Boarding house Proprietor High Court Pet March 9 Ord March 9
THOMAS, JAMES EVA, Butterleigh, nr Cullompton, Devon, Farmer Exeter Pet March 7 Ord March 7
THOMAS, JOHN, Bargoed, Glam, Grocer Merthyr Tydfil Pet March 7 Ord March 7
WALKER, ALBERT, Kinver, Staffs, Grocer Stourbridge Pet March 5 Ord March
WARD, ELIAS WILLIAM, Castleacre, Norfolk, Grocer King's Lynn Pet March 7 Ord March 7
WATSON, THOMAS, Walker, Newcastle upon Tyne, Builder Newcastle upon Tyne Pet Feb 25 Ord March 6
WAY, NICHOLAS, Forest Hill, Kent, Builder Greenwich Pet Jan 1 Ord March 8
WEST, JAMES, Mountain Ash, Fishmonger Aberdare Pet Pet March 7 Ord March 7
WINCHESTER, GEORGE CHARLES, Barnet, Fishmonger Barnet Pet Feb 28 Ord March 6
WYATT, ERNEST, Waldegrove rd, Teddington, Builder Kingston, Surrey Pet Jan 1 Ord March 7

ADJUDICATIONS ANNULLED.

CROSSLEY, BARTHOLOMEW, Burnley, Lancs, Grocer Burnley Adjud Sept 1, 1905 Annul Dec 20, 1906
SHEDLEY, JOSEPH HENRY, Leicester Leicester Adjud Dec 3, 1904 Annul March 5, 1907

London Gazette.—FRIDAY, March 15.

RECEIVING ORDERS.

BAILEY, ROBERT HANDS, Greet, Worcester, Wood Turner Birmingham Pet March 13 Ord March 13
BAYNES, G AYLMER, United Empire Club, Piccadilly High Court Pet Dec 8 Ord March 12
BROWN, HAROLD GIBSON, Huddersfield, Fancy Draper Huddersfield Pet March 13 Ord March 13
COOPER, SAMUEL, New Tredegar, Mon, Grocer Tredegar Pet March 12 Ord March 12
DOUGHERTY, HENRIETTA MAUD, Buckingham st, Strand High Court Pet March 12 Ord March 12
EASDEN, JOHN, East Stonehouse, Devon, Photographer Plymouth Pet March 12 Ord March 12
EDMONDS, FRANK, Kingston upon Hull, Grocer Kingston upon Hull Pet March 13 Ord March 13
EVANS, ALBERT ERNEST, Gillingham, Kent, Fitter Rochester Pet March 12 Ord March 12
FOWLER, WILLIAM JOHN, Duntisbourne Leer, Duntisbourne Abbotts, Glos, Farmer Swindon Pet Feb 4 Ord March 11
GOMM, FRANCIS WILLIAM, Croydon, Hosier Croydon Pet March 13 Ord March 13
GREGORY, GEORGE ARTHUR, Swansea, Jeweller Swansea Pet March 12 Ord March 12
HARGEST, BERRINGTON, Handsworth, Fruiterer Birmingham Pet March 11 Ord March 11
HARRISON, WILLIAM, Maidstone, Grocer Maidstone Pet March 2 Ord March 13
HENING, FRANK, and GEORGE MORGAN, Shotton, Flint, Builder Chester Pet Feb 25 Ord March 11
HOLT, WILLIAM, Blackburn, Cigar Merchant Blackburn Pet Feb 27 Ord March 11
HUNTER, WILLIAM EDWIN, Kingston upon Hull, Builder Kingston upon Hull Pet March 13 Ord March 13
JAMES, RICHARD, Worthing, Builder Brighton Pet March 11 Ord March 11
KITSON, FREDERICK JOHN, and FRANK PROCTOR ROBINSON, Soothill, Dewsbury, Blanket Manufacturers Dewsbury Pet March 12 Ord March 12
LEWIS, HENRY RICHARD, Merthyr Tydfil, Tinware Manufacturer Merthyr Tydfil Pet March 11 Ord March 11
MCMURRAY, WILLIAM JOHN, Swansea, Clerk Swansea Pet March 12 Ord March 12
MITSON, JAMES, Denmark rd, Camberwell, Iron Church Builder High Court Pet March 12 Ord March 12
MOULD, GEORGE, Gunthorpe, nr Peterborough, Dairyman Peterborough Pet March 11 Ord March 11
NASBY, LAMPLUGH, Stockton on Tees, Sewing Machine Agent Stockton on Tees Pet March 11 Ord March 11
O'NEILL, WILLIAM JOHN, Sudbury, Staffs, Tailor Burton on Trent Pet March 11 Ord March 11
PATERSON, CHARLES JOHN, 61 St Helen's, Bishopsgate st, Merchant High Court Pet Feb 12 Ord March 13
PINSON, HENRY, Wolverhampton, Confectioner Wolverhampton Pet March 11 Ord March 11
PRICE, W F & Ld, Aberdare, Glam, Contractors Aberdare Pet Feb 28 Ord March 11
RAYFIELD, WILLIAM HENRY, Northfleet, Kent, Builder Rochester Pet March 13 Ord March 13
RIPPIN, ARTHUR JOHN, Mountnessing, Essex, Auctioneer Chelmsford Pet March 12 Ord March 12
ROBERTS, JOHN JAMES, Maesbrook, Salop, Farm Bailiff Wrexham Pet March 11 Ord March 11
ROSSITER, ROBERT HARRY, Chilham, Kent, Butcher Canterbury Pet March 11 Ord March 11
SERPELL, WILLIAM, Moseley, Birmingham, Farmer Warwick Pet March 12 Ord March 12
TATCHELL, COLIN JAMES, Dover, Dealer in Stationery Canterbury Pet March 12 Ord March 12
TAYLOR, BEATRICE MYRA, Lozells, Milliner Birmingham Pet March 13 Ord March 13
THOMAS, WILLIAM MORGAN, Hirwain, Glam Aberdare Pet March 11 Ord March 11
TICKLE, WILLIAM EVAN, Queen's rd, Bayswater, Draper's Assistant High Court Pet March 13 Ord March 13
TYSON, JAMES, Whitecroft, Gosforth, Cumberland, Builder Whitehaven Pet March 13 Ord March 13
WALLER, SARAH, Sheffield, Baker Sheffield Pet March 11 Ord March 11
WARDLE, JOSEPH WALTER, jun, Willingdon, Sussex, Boot Repairer Eastbourne Pet March 12 Ord March 12
WHALLEY, FRED, Dukinfield, Chester, Joiner Ashton under Lyne Pet March 13 Ord March 13
WHATLEY, EBENEZER, Totton, Southampton, Baker Southampton Pet Feb 25 Ord March 11
WHITEHOUSE, GEORGE, Kidderminster, General Dealer Kidderminster Pet March 11 Ord March 11
WOOD, ROWLAND, Blackpool, Restaurant Proprietor Huddersfield Pet Feb 28 Ord March 11

Amended notice substituted for that published in the London Gazette of Feb 15:

DIETRICH, JOSEPH MARTIN, Croydon, Furniture Dealer Croydon Pet Jan 25 Ord Feb 12

FIRST MEETINGS.

AUGER, JOHN, jun, Wisbech St Peter, Cambridge, Market Gardener March 25 at 12.30 Off Rec, 8, King st, Norwich
BAYNES, G AYLMER, United Empire Club, Piccadilly March 26 at 1 Bankrupty bldgs, Carey st
BEACH, WILLIAM JESSE, West Hartlepool, Cycle Agent March 28 at 3.30 Off Rec, 3, Manor pl, Sunderland
BURGESS, JOHN, Stockport, Confectioner March 26 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
CLITHEROE, JAMES, Blackpool, Glass Dealer March 25 at 11.30 Off Rec, 14, Chapel st, Preston
COUPLAND, FREDERICK THOMAS, Bewdley, Worcester, Solicitor March 26 at 12 Lion Hotel, Kidderminster
DOUGHERTY, HENRIETTA MAUD, Buckingham st, Strand March 25 at 12 Bankruptcy bldgs, Carey st
DOUGHTY, DONALD WALLACE, Effra rd, Brixton, Boarding house Keeper March 25 at 11 Bankruptcy bldgs, Carey st
DUKE, EDGAR LORD PERRIN, Plymouth, Builder March 25 at 11 6, Athenæum ter, Plymouth
FULTON, WILLIAM, Stockport, Decorator March 26 at 11.30 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
GRANGE, JOHN, Loughborough, Tobacconist March 25 at 12 Off Rec, 1, Berridge st, Leicester
GRIME, WALTER, Bolton, Builder March 27 at 3 19, Exchange st, Bolton
HUDSON, WILLIAM, Elliottstown, New Tredegar, Mon, Grocer March 23 at 12 Off Rec, 144, Commercial st, Newport, Mon
JONES, SAMUEL, Tividale, Staffs, Steerer March 25 at 10.30 Off Rec, 199, Wolverhampton st, Dudley
KENYON, SAMUEL HARPER, Carlisle, Tailor March 25 at 12 34, Fisher st, Carlisle
MITSON, JAMES, Denmark rd, Camberwell, Iron Church Builder March 26 at 11 Bankruptcy bldgs, Carey st
NASH, JAMES, Canterbury, Coal Dealer March 23 at 10 Off Rec, 68A, Castle st, Canterbury
NICHOLLS, ARTHUR BEN, Whitwick, Leicester, Baker March 23 at 11 Off Rec, 47, Full st, Derby
REVILL, ESTHER LOUISA, South Shore, Blackpool March 25 at 11 Off Rec, 14, Chapel st, Preston
RIPPIN, ARTHUR JOHN, Mountnessing, Essex, Auctioneer March 26 at 12 14, Bedford row
SANDERS, JOHN, Weymouth, Coal Merchant March 26 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
SANDERS, LAVINIA ELIZABETH, Weymouth, Lodging house Keeper March 26 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury
STANBURY, JOHN FRIEND, Fitzroy rd, Regent's Park, Boarding house Proprietor March 25 at 12 Bankruptcy bldgs, Carey st
STEPHENS, ADA, and HARRY LINNAEUS STEPHENS, Chalford, Glos, Bone Turners March 23 at 3 Off Rec, Station rd, Gloucester
TATCHELL, COLIN JAMES, Dover, Dealer in Stationery March 23 at 11.45 Off Rec, 68A, Castle st, Canterbury
TAYLOR, THOMAS ANDREW VYSE, High Wycombe, Bucks, Brewer's Manager March 23 at 12 1, St Aldates, Oxford
THOMPSON, WILLIAM JAMES, Croydon, Baker March 25 at 11.30 132, York rd, Westminster Bridge
WARD, ELIAS WM, Castleacre, Norfolk, Grocer March 23 at 1.15 Off Rec, 8, King st, Norwich
WARD, WALTER, Dover, Bootmaker March 23 at 10.15 Off Rec, 68A, Castle st, Canterbury
WARDLE, JOSEPH WALTER, jun, Willingdon, Sussex, Boot Repairer March 26 at 1.45 County Court Office, Seaside rd, Eastbourne
WEBSTER, OLIVER JONATHAN, London Colney, nr St Albans March 25 at 3 14, Bedford row
WHATLEY, EBENEZER, Totton, Southampton, Baker March 25 at 11.30 Off Rec, Midland Bank chmbrs, High st, Southampton
WHITEHEAD, THOMAS, Stalybridge, Cheshire, Plumber March 23 at 11 Off Rec, Byrom st, Manchester

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TO SOLICITORS, BANKERS, and Others. — WILLIAM JOHN HUGHES, Deceased.—Anyone who has any knowledge of a Will having been made by William John Hughes, formerly of Tufnell-park-road, N., previously of Hilldrop-road, N., both in the County of London, and late of the City of St. Asaph, Gentleman, who died on the 19th October, 1906, or who may have possession of such Will (if any), is requested to kindly Communicate at once with A. FOULKES-ROBERTS, Solicitor, Denbigh.

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